



AGENDA FOR THE REGULAR MEETING OF THE FINANCE / PERSONNEL COMMITTEE

Date and Time: Tuesday, December 8, 2020 **6:00 P.M.**
Location: City Hall, Committee Room #205, 101 South Blvd. Baraboo
Members Noticed: Joel Petty, Scott Sloan, Jason Kent
Others Noticed: Department Heads (*agenda only*), Interim City Admin. E. Geick, M. Palm, B. Zeman, Post at Library, Media

This meeting is open to the public. Because of the COVID-19 pandemic, any person appearing in person is strongly required to wear a mask and practice social distancing.

MEMBERS not attending must notify the Chairperson at least 24 hours before the meeting.

1. **Call Meeting to Order**
 - a. Roll Call of Membership
 - b. Note compliance with Open Meeting Law
 - c. Approve November 24, 2020 minutes
 - d. Approve agenda

2. **Action Items**
 - a. **Accounts Payable** – Review and recommendation to Common Council on paying \$681,632.79.
 - b. **Amendment to Municipal Code** – Review and recommendation to Common Council that §18.08(16) of the Baraboo Municipal Code relating to tree planting in subdivisions. (*Hardy*)
 - c. **Facility Use Agreement** – Review and recommendation to Common Council of the 2020-2025 Facility Use Agreement with the Baraboo School District. (*Hardy*)
 - d. **Historical Society Agreement** – Review and recommendation to Common Council of the First Amendment to the Lease Agreement with the Wisconsin Historical Society (Spirit Point Lease). (*Hardy*)
 - e. **Pierce Park** – Review and recommendation to Common Council to approve of an easement for Charter Communications to provide underground cable connections at Pierce Park near the Hockey Pavilion. (*Hardy*)
 - f. **City Employee COVID-19 Policy** – Review and recommendation to Common Council to update the City's Employee COVID-19 Policy. (*Geick*)
 - g. **City Attorney Position** – Review and recommendation to Common Council to authorize the City Administrator to advertise, approve job description and to proceed with the recruitment of the City Attorney position. (*Geick*)
 - h. **Amendment to Municipal Code** - Review and recommendation to Common Council that §1.02(5) and 1.19 of the Baraboo Municipal Code, and removing the first Explanatory Note at the beginning of Chapter 4 of the Baraboo Municipal Code, to have Police and Fire Commissioners be appointed by Mayor for a term of five years and instead of being elected. (*Geick*)

- i. **Annual Weights & Measures Assessments** – Review and recommendation to approve the Annual Weights and Measures Assessments for 2020. (*Zeman*)

3. Information Items

4. Adjournment

Joel Petty, Chairperson

Agenda prepared by D. Munz & posted on 12/04/2020

PLEASE TAKE NOTICE that any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 South Blvd., Baraboo, WI or phone (608) 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH

Finance/Personnel Committee–Dennis Thurow Committee Room, #205 **November 24, 2020****Members Present:** Petty, Sloan, Kent**Absent:****Others Present:** Mayor Palm, Adm. Geick, Atty Truman, Clerk Zeman

Call to Order –Ald. Petty called the meeting to order at 6:00p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Kent to approve the minutes of November 10, 2020. Motion carried unanimously. Moved by Kent, seconded by Sloan to approve the agenda and carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan, seconded by Kent to recommend to Council for approval of the accounts payable for **\$460,663.88**. Motion carried unanimously.
- b) **2021 Budget** – The Committee reviewed the following 2021 Budgets:
 - 1. Alma Waite in the amount of \$12,726.
 - 2. Airport in the amount of \$1,213,249.
 - 3. Sanitary Sewer Utility in the amount of \$1,680,332 and set user charges accordingly.
 - 4. Water Utility in the amount of \$1,745,564
 - 5. Stormwater Utility in the amount of \$665,340
 - 6. Tax Incremental Finance (TIF) Funds for the City's six Tax Incremental Districts.
 - 7. Funds with sources of revenue other than levy:
 - a. Taxi
 - b. Street Lighting
 - c. Park Impact/Development
 - d. Library Impact Fees
 - e. Public Safety Impact Fees
 - f. Lead LSL Funds
 - g. Fire Equipment Replacement
 - h. Emergency Mgmt. Equipment Fund
 - i. Land Development
 - j. Capital Equipment Fund
 - k. Economic Development Fund
 - l. Liability Insurance
 - m. Unfunded Pension Liability
 - n. UW Campus
 - o. Kuenzi Estate
 - p. Library Segregated
 - q. Library Building Fund
 - r. Park Segregated
 - s. Oschner Park House
 - t. Firefighters Retirement Fund
 - u. Friends of the Library
 - 8. Business Improvement District budget for \$47,900 and assessments to be levied.
 - 9. Tax levy for \$8,970,472 and adopt the 2021 City budget for a total of 17,220,084.

Motion by Sloan, seconded by Kent to approve the 2021 budgets as a slate, item 1 through item 9, and recommend to Council for action. Motion carried unanimously.

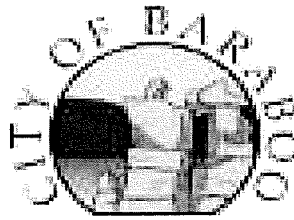
- c) **Baraboo Broadcasting Corp.** – Adm. Geick noted that this agreement includes a reduction of cost for the service. This is a very unique service that provides not only posting meetings to the internet, but they also broadcasting the meetings over the air. Other companies cannot provide this service. Adm. Geick also explained that the old building had a direct line from City Hall to Baraboo Broadcasting. When we moved to the new building, we lost that connection and Spectrum would not replace it. Under the new state law, they were not responsible to do so. We ended up connecting to Baraboo Broadcasting by way of fiber line. The broadcast of the Council meetings goes by way of the internet over to Baraboo Broadcasting who is currently paying rent at their old office to maintain the Spectrum connection link. We would have to give up this link to the Cable TV system in order to go with someone else. Mayor Palm also noted that they are readily available for public service announcements. Motion by Sloan, seconded by Kent to recommend the 2021 Agreement between the City and Baraboo Broadcasting Corporation for \$25,000 to Council for action. Motion carried unanimously.
- d) **CDA Agreement** – Adm. Geick explained that Pat currently splits his time 50/50 between the City

and the CDA. Pat has requested a few more hours in the coming year as well as a slight increase in pay. Motion by Kent, seconded by Sloan to recommend to Council approving a three year agreement for Patrick Cannon to provide management services to the City and the CDA. Motion carried unanimously.

- e) **Discussion of recruitment of City Attorney position** – Adm. Geick explained that he will be working on a draft job description. He has contacted Derek Horkan, who will assist with prosecutions, and Cliff Bobholz, who will assist with general legal questions. More information will follow at a later meeting; no action taken.

Information Items – None.

Adjournment – Moved by Sloan, seconded by Ketty and carried to adjourn at 6:42pm.
Brenda Zeman, City Clerk



City of Baraboo, Wisconsin

Finance Department

101 South Boulevard

Baraboo, WI 53913

December 8, 2020

The Council lists attached are check registers described in summary below:

Category	Total	Accounts Payable Run Date
General	633,528.88	December 4, 2020
Utility	47,382.53	November 30, 2020
ACH		
Payroll Remittance Checks	721.38	November 24, 2020
Department Purchasing Cards	-	
Total expenditures	\$ 681,632.79	

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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
191005							
12/04/2020	191005	ABBS PAVING & SEAL CO	1756	11/20/2020	ENG-HILL & MILL RACE 2020 ST	430-30-57330-821-000	6,820.00
12/04/2020	191005	ABBS PAVING & SEAL CO	1756	11/20/2020	ENG-2020 MISC STREET PATCH	100-31-53300-290-000	21,951.25
Total 191005:							28,771.25
191006							
12/04/2020	191006	ABBY VANS INC.	19137	11/23/2020	TAXI-OCT SHARED RIDE	230-11-53500-290-000	50,103.00
12/04/2020	191006	ABBY VANS INC.	19137	11/23/2020	TAXI-OCT SHARED RIDE FARES	230-11-46399-000	10,027.00
Total 191006:							40,076.00
191007							
12/04/2020	191007	ADDOCO INC.	00009753	11/20/2020	PK-PLAYGROUND WOOD CHIP	100-52-55200-340-000	1,597.50
Total 191007:							1,597.50
191008							
12/04/2020	191008	ALASKA ZOO	20486	11/24/2020	ZOO-BEAR CUB PURCHASE	870-52-55410-300-000	732.60
Total 191008:							732.60
191009							
12/04/2020	191009	ALLIANT ENERGY	015803-1125	11/25/2020	PW-TRAFFIC LIGHTS	100-31-53300-222-000	172.56
12/04/2020	191009	ALLIANT ENERGY	281633-1125	11/25/2020	PW-UNMETERED STREETLIGH	240-31-53420-222-000	8,348.83
12/04/2020	191009	ALLIANT ENERGY	4792325289-	11/30/2020	POOL-ELECTRIC	100-53-55420-222-000	35.82
12/04/2020	191009	ALLIANT ENERGY	4792325289-	11/30/2020	POOL-HEAT	100-53-55420-223-000	60.49
12/04/2020	191009	ALLIANT ENERGY	671025-1111	11/11/2020	PW-CITY SERVICE ELECTRICIT	100-31-53270-222-000	2,288.67
12/04/2020	191009	ALLIANT ENERGY	671025-1111	11/11/2020	PW-CITY SERVICE HEAT	100-31-53270-223-000	479.33
12/04/2020	191009	ALLIANT ENERGY	908384-1125	11/25/2020	PW-POTTER & BRIAR ELECTRI	100-31-51630-222-000	80.60
12/04/2020	191009	ALLIANT ENERGY	908384-1125	11/25/2020	PW-BRIAR ST HEAT	100-31-51630-223-000	15.70
Total 191009:							11,482.00
191010							
12/04/2020	191010	ANNA-MARIE SCHOOL	120320	11/30/2020	REC - ADULT GET MOVIN CLAS	100-53-55300-215-171	90.00
Total 191010:							90.00
191011							
12/04/2020	191011	BARA TS CUSTOM SCRE	01049	12/02/2020	PK-STAFF SHIRTS	100-52-55200-346-000	318.60
12/04/2020	191011	BARA TS CUSTOM SCRE	01049	12/02/2020	CC-STAFF SHIRTS	100-52-55130-346-000	90.00
12/04/2020	191011	BARA TS CUSTOM SCRE	01049	12/02/2020	REC-STAFF SHIRTS	100-53-55300-346-000	165.00
Total 191011:							573.60
191012							
12/04/2020	191012	BARABOO UTILITIES	9701257	12/02/2020	CITY-PUBLIC FIRE PROTECTIO	100-21-52210-530-000	289,307.00
Total 191012:							289,307.00
191013							
12/04/2020	191013	BENTILLA, TRENT	REIMB22811	11/20/2020	PD- BENTILLA CONTACTS	100-20-52110-346-000	91.55
Total 191013:							91.55

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191014							
12/04/2020	191014	BOLDER SERVICES LLC	1277	11/27/2020	FD - EXHAUST SYSTEM IN APP	430-21-51610-822-000	18,391.50
Total 191014:							18,391.50
191015							
12/04/2020	191015	BRABAZON PUMP & COM	5201447	11/13/2020	PW-SHOPTEK COMP; DIAGNOS	100-31-53270-260-000	538.00
12/04/2020	191015	BRABAZON PUMP & COM	5201580	11/18/2020	PW-SULLAIR PIPELINE FILTER	100-31-53270-260-000	311.13
Total 191015:							849.13
191016							
12/04/2020	191016	BURCH, NICK	REIMB21611	11/30/2020	PD- U/A GLOVES, COLD GEAR	100-20-52110-346-000	69.37
Total 191016:							69.37
191017							
12/04/2020	191017	CANNON, PATRICK	2020-11B	11/30/2020	ADMIN-CDA- NOV 2020 PROPE	100-15-56710-200-000	3,030.00
Total 191017:							3,030.00
191018							
12/04/2020	191018	CARL F STATZ & SONS IN	C29587	11/18/2020	AIR-TV145-MAINTENANCE	630-35-53510-250-000	2,050.36
Total 191018:							2,050.36
191019							
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	CC - NOV LONG DISTANCE	100-52-55130-220-000	1.49
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	BINSP- NOV LONG DISTANCE	100-22-52400-220-000	2.26
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	AIR - NOV LONG DISTANCE	630-35-53510-220-000	.08
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	PK - NOV LONG DISTANCE	100-52-55200-220-000	1.33
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	ENG - NOV LONG DISTANCE	100-30-53100-220-000	3.96
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	PS/ADMIN - NOV LONG DISTAN	100-11-51640-220-000	1.21
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	ZOO - NOV LONG DISTANCE	100-52-55410-220-000	.30
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	PW- NOV LONG DISTANCE	100-31-53230-220-000	3.96
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	MYR - NOV LONG DISTANCE	100-10-51410-220-000	1.13
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	REC - NOV LONG DISTANCE	100-53-55300-220-000	1.33
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	FIN - NOV LONG DISTANCE	100-11-51500-220-000	10.75
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	POOL - NOV LONG DISTANCE	100-53-55420-220-000	.30
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	ASSESSOR - NOV LONG DISTA	100-11-51530-220-000	1.70
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	FIN - NOV LONG DISTANCE	100-11-51520-220-000	6.22
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	ATTY - NOV LONG DISTANCE	100-13-51300-220-000	2.83
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	ADMIN - NOV LONG DISTANCE	100-14-51400-220-000	3.96
12/04/2020	191019	CENTURYLINK	170349513	11/01/2020	UW - NOV LONG DISTANCE	800-80-55600-220-000	.16
Total 191019:							42.97
191020							
12/04/2020	191020	CENTURYLINK	170344167	11/01/2020	LIB- OCT LONG DISTANCE	100-51-55110-220-000	3.52
12/04/2020	191020	CENTURYLINK	170349513	11/01/2020	PD - NOV LONG DISTANCE	100-20-52110-220-000	11.32
12/04/2020	191020	CENTURYLINK	170349513	11/01/2020	FD - NOV LONG DISTANCE	100-21-52200-220-000	7.36
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	PK - NOV PHONE	100-52-55200-220-000	45.83
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	BINSP - NOV PHONE	100-22-52400-220-000	15.28
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	PD - NOV PHONE	100-20-52110-220-000	297.92
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	FD- NOV PHONE	100-21-52200-220-000	45.83
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	MYR - NOV PHONE	100-10-51410-220-000	15.28

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12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	FIN - NOV PHONE	100-11-51500-220-000	38.20
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	PW - NOV PHONE	100-31-53230-220-000	61.11
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	REC - NOV PHONE	100-53-55300-220-000	22.92
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	ENG - NOV PHONE	100-30-53100-220-000	38.19
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	ATTY - NOV PHONE	100-13-51300-220-000	15.28
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	PS/ADMIN - NOV PHONE	100-11-51640-220-000	114.21
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	ADMIN - NOV PHONE	100-14-51400-220-000	22.91
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	FIRE - NOV PHONE	100-21-51610-220-000	10.55
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	FIN- CDA PHONE	100-00-15980-000	38.20
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	FIN - WATER NOV PHONE	100-00-15640-000	53.47
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	FIN - ASSESSOR NOV PHONE	100-11-51530-220-000	15.28
12/04/2020	191020	CENTURYLINK	301217856-1	11/17/2020	TRE-NOV PHONE	100-11-51520-220-000	22.92
12/04/2020	191020	CENTURYLINK	301217859-1	11/17/2020	ZOO-PHONE	100-52-55410-220-000	12.95
12/04/2020	191020	CENTURYLINK	301217859-1	11/17/2020	CC-PHONE	100-52-55130-220-000	86.60
12/04/2020	191020	CENTURYLINK	301217859-1	11/17/2020	POOL-PHONE	100-53-55420-220-000	60.70
12/04/2020	191020	CENTURYLINK	301300963-1	11/17/2020	AIR-NOV 2020 PHONE	630-35-53510-220-000	62.04
Total 191020:							1,117.87
191021							
12/04/2020	191021	CINTAS CORPORATION #	4067522322	11/17/2020	CITY-MATS	100-11-51640-260-000	35.26
12/04/2020	191021	CINTAS CORPORATION #	4068126406	11/23/2020	CITY-MATS	100-11-51640-260-000	35.26
12/04/2020	191021	CINTAS CORPORATION #	4068705673	12/01/2020	CITY-MATS	100-11-51640-260-000	35.26
12/04/2020	191021	CINTAS CORPORATION #	4068907929	12/02/2020	FD-MATS	100-21-51610-260-000	44.18
12/04/2020	191021	CINTAS CORPORATION #	5043793111	11/30/2020	FD - 1ST AID KIT UPDATE	100-21-51610-260-000	91.68
12/04/2020	191021	CINTAS CORPORATION #	5043793164	11/30/2020	PW-CABINET ORGANIZED	100-31-53270-340-000	66.69
Total 191021:							308.33
191022							
12/04/2020	191022	CLANCY SYSTEMS	BW2010	11/20/2020	PD - OCT SUPPORT FEES AND	100-20-52110-270-000	1,643.26
Total 191022:							1,643.26
191023							
12/04/2020	191023	COMMUNITY DEVELOPM	111020	11/10/2020	TRE-DONALD SAUNDERS NOV	100-00-25980-000	171.00
Total 191023:							171.00
191024							
12/04/2020	191024	COMPLETE SAFETY LLC	4512	11/29/2020	FD - SCBA GLASSES INSERT	100-21-52200-346-000	179.00
Total 191024:							179.00
191025							
12/04/2020	191025	DAVE JONES INC.	49129	11/05/2020	PS/ADMIN-OCT 2020 QTRLY SP	100-11-51640-260-000	120.00
Total 191025:							120.00
191026							
12/04/2020	191026	DECKER SUPPLY COMPA	913030	11/20/2020	PW-FIRE DEPT/EMS SIGNS	100-31-53300-364-000	124.58
Total 191026:							124.58
191027							
12/04/2020	191027	EAGLE CUSTOM BUILDE	20018	11/22/2020	PK-OCHSNER PARK RESTROO	100-52-55200-822-000	4,800.00

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12/04/2020	191027	EAGLE CUSTOM BUILDE	20018	11/22/2020	ZOO-RESTROOM PAINT & FLO	100-52-55410-822-000	3,700.00
Total 191027:							8,500.00
191028							
12/04/2020	191028	ECCLES, JOHN A	638892	12/01/2020	PK-PARK HOUSE PORCH ROOF	890-52-55200-822-000	1,299.00
12/04/2020	191028	ECCLES, JOHN A	638892	12/01/2020	PK-MAINTENCE SHED ROOF IC	100-52-55200-260-000	701.00
Total 191028:							2,000.00
191029							
12/04/2020	191029	ENVIROTECH EQUIPMEN	20-0013880	08/26/2020	PW-#54 WHEELS; CARRIAGE W	950-36-81000-350-000	2,682.02
12/04/2020	191029	ENVIROTECH EQUIPMEN	CRM 20-001	09/24/2020	PW-SHIPPIING TO RETURN DEF	950-36-81000-350-000	95.05-
Total 191029:							2,586.97
191030							
12/04/2020	191030	FARRELL EQUIPMENT &	1144839	11/18/2020	PW-60 LB BAG PERMA-PATH SP	100-31-53300-379-000	799.50
12/04/2020	191030	FARRELL EQUIPMENT &	639193	07/01/2019	PW-CONCRETE SEALER DOUB	100-31-53230-340-000	51.95-
Total 191030:							747.55
191031							
12/04/2020	191031	FASTENAL COMPANY	WIBAR22399	11/11/2020	PW-SHOVELS	100-31-53300-340-000	82.45
Total 191031:							82.45
191032							
12/04/2020	191032	FIRE SAFETY USA INC.	133492	11/25/2020	FD - TYVEK SUITS	100-21-52200-346-000	215.00
Total 191032:							215.00
191033							
12/04/2020	191033	FRIEDE & ASSOCIATES L	20332-01	11/20/2020	CC-RESTROOM RENOVATIONS	100-52-55130-822-000	2,734.50
12/04/2020	191033	FRIEDE & ASSOCIATES L	20334-01	11/20/2020	CC-LOCKER REPLACEMENT-ST	100-52-55130-822-000	2,971.75
Total 191033:							5,706.25
191034							
12/04/2020	191034	GALLS QUARTERMASTE	016887957	11/06/2020	PD- DEFIEL BASE LEGGING	100-20-52110-346-000	90.95
12/04/2020	191034	GALLS QUARTERMASTE	016954987	11/16/2020	PD- LABROSCIAN DUTY PANTS	100-20-52110-346-000	74.29
Total 191034:							165.24
191035							
12/04/2020	191035	GEICK, EDWARD	2020-4	12/02/2020	ADMIN- NOV 2020 SERVICES	100-14-51400-215-000	5,713.50
12/04/2020	191035	GEICK, EDWARD	2020-4	12/02/2020	AIR- NOV 2020 SERVICES	630-35-53510-215-000	825.00
Total 191035:							6,538.50
191036							
12/04/2020	191036	GERBER LEISURE PROD	7203	11/23/2020	PK-RIVERWALK BENCH DONATI	870-52-55200-861-000	1,270.00
Total 191036:							1,270.00

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191037							
12/04/2020	191037	GILBERT, MATTHEW	REIMB23611	11/19/2020	PD- UNDERARMOUR MASKS	100-20-52110-346-000	34.16
Total 191037:							34.16
191038							
12/04/2020	191038	GILMAN, TONY	REIMB10022	10/02/2020	PW-MILEAGE REIMBURSEMEN	100-31-53230-330-000	349.03
Total 191038:							349.03
191039							
12/04/2020	191039	HD SUPPLY FACILITIES	9186432164	11/04/2020	CC-FACE MASKS	100-52-55130-340-000	15.99
12/04/2020	191039	HD SUPPLY FACILITIES	9186746593	11/16/2020	CC-BACKPACK VAC	100-52-55130-392-000	420.00
Total 191039:							435.99
191040							
12/04/2020	191040	HILLS GALLERY & GIFTS	HILLS07022	07/02/2020	FD - SHADOW BOX GOETHEL R	100-21-52200-390-000	192.20
Total 191040:							192.20
191041							
12/04/2020	191041	JEFFERSON FIRE & SAF	IN122036	09/23/2020	FD - CASCADE SYSTEM HOSES	100-21-52200-340-000	375.00
12/04/2020	191041	JEFFERSON FIRE & SAF	IN123908	11/20/2020	FD - FLASHLIGHT BATTERY	100-21-52200-340-000	35.00
Total 191041:							410.00
191042							
12/04/2020	191042	JOHN DEERE FINANCIAL	14808-11252	11/25/2020	AIR-NOV 2020 FUEL	630-35-53510-348-000	59.22
12/04/2020	191042	JOHN DEERE FINANCIAL	70107-27469	11/20/2020	ZOO-EMU HEAT MAT - QC SUPP	100-52-55410-340-000	214.24
Total 191042:							273.46
191043							
12/04/2020	191043	KLEENMARK	194601	11/12/2020	CITY-STAINLESS STEEL CLEAN	100-11-51640-340-000	8.08
12/04/2020	191043	KLEENMARK	194871	11/24/2020	CITY-AIR FRESHENER	100-11-51640-340-000	86.70
12/04/2020	191043	KLEENMARK	194872	11/24/2020	CC-CLEANER, DISINFECTANT &	100-52-55130-340-000	333.66
Total 191043:							428.44
191044							
12/04/2020	191044	KRIETE TRUCK CENTER-	X106000657:	11/12/2020	PW-#81 WIRES; LEVEL SENSO	100-31-53635-350-000	159.03
Total 191044:							159.03
191045							
12/04/2020	191045	LEAVITT COMMUNICATIO	7069987	11/24/2020	FD - PAGER BELT CLIPS	100-21-52200-340-000	56.50
Total 191045:							56.50
191046							
12/04/2020	191046	LEE RECREATION LLC	13167-20	11/18/2020	PK-LANGER PARK PLAYGROUN	100-52-55200-861-000	19,851.00
12/04/2020	191046	LEE RECREATION LLC	13167-20	11/18/2020	PK-LANGER PLAYGROUND INS	100-52-55200-280-000	7,000.00
Total 191046:							26,851.00

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191047							
12/04/2020	191047	METCO	189030	11/12/2020	AIR-JET A PROBE REPLACEME	630-35-53510-251-000	872.00
Total 191047:							872.00
191048							
12/04/2020	191048	MID-STATE EQUIPMENT I	K94698	11/16/2020	PW-UNIT 88 OR 89; TOGGLE/R	950-36-81000-350-000	192.49
Total 191048:							192.49
191049							
12/04/2020	191049	MINUTEMAN PRESS-BAR	44105	11/24/2020	PD- S SMITH CARDS, NUISANC	100-20-52130-310-000	345.76
Total 191049:							345.76
191050							
12/04/2020	191050	MONROE TRUCK EQUIP	5440056	11/11/2020	PW - PLOW BLADES AND CUTTI	100-31-53350-361-000	11,844.44
Total 191050:							11,844.44
191051							
12/04/2020	191051	MSA PROFESSIONAL SE	351040-8	12/02/2020	ENG-STORMWATER QUALITY M	950-36-85000-215-000	20,692.50
Total 191051:							20,692.50
191052							
12/04/2020	191052	NAPA AUTO PARTS	394752	09/25/2020	PW-CREDIT BLUE GEL THREAD	100-31-53240-350-000	15.49
12/04/2020	191052	NAPA AUTO PARTS	399168	11/12/2020	PW-#20 HOSE FITTINGS	100-31-53240-350-000	16.11
12/04/2020	191052	NAPA AUTO PARTS	399396	11/16/2020	PD- SQUAD FLEET KEYS (4)	100-20-52110-240-000	15.96
12/04/2020	191052	NAPA AUTO PARTS	399518	11/17/2020	PW-PD #40 F150 W/O #40111720	100-31-53240-350-000	120.36
12/04/2020	191052	NAPA AUTO PARTS	399519	11/17/2020	PW-PL EXPOXY SYRINGE (SHO	100-31-53240-340-000	35.95
12/04/2020	191052	NAPA AUTO PARTS	400084	11/24/2020	PD- UNLOCK KIT FOR CSO VAN	100-20-52110-340-000	43.16
12/04/2020	191052	NAPA AUTO PARTS	400348	11/30/2020	PW-#83 HALOGEN SEALED BEA	100-31-53635-350-000	21.32
Total 191052:							237.37
191053							
12/04/2020	191053	NRS	1008290	11/10/2020	FD - WETSHOES	100-21-52200-346-400	679.60
12/04/2020	191053	NRS	1008290	11/10/2020	FD - RESCUE GLOVES	100-21-52200-346-000	467.10
12/04/2020	191053	NRS	1008290	11/10/2020	FD - ZEN PFD	100-21-52200-346-000	373.92
12/04/2020	191053	NRS	1008290	11/10/2020	FD - DRYSUITS	100-21-52200-346-000	3,229.84
12/04/2020	191053	NRS	1008290	11/10/2020	FD - 75 FOOT ROPE & THROW	100-21-52200-346-400	194.85
12/04/2020	191053	NRS	1008290	11/10/2020	FD - DRYSUITS	100-21-52200-346-400	4,037.30
Total 191053:							8,982.61
191054							
12/04/2020	191054	OFFICE DEPOT INC	1357373970	11/10/2020	PD- PRINTER INK	100-20-52130-310-000	53.28
Total 191054:							53.28
191055							
12/04/2020	191055	OREILLY AUTO PARTS/FI	2366-480159	09/29/2020	PW-STRAP RETURN (ORIGINAL	100-31-53240-350-000	12.41
12/04/2020	191055	OREILLY AUTO PARTS/FI	2366-484343	11/13/2020	PW-PD F150 GAUGE & HOSE	100-31-53240-350-000	146.11
12/04/2020	191055	OREILLY AUTO PARTS/FI	2366-484605	11/17/2020	PW-PD #40 F150 W/O #40111720	100-31-53240-350-000	33.98
12/04/2020	191055	OREILLY AUTO PARTS/FI	2366-485121	11/24/2020	PW-#14 WINTER BLADE	100-31-53240-350-000	20.50

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Total 191055:							188.18
191056							
12/04/2020	191056	PITEL, NICHOLAS	2020000002	11/24/2020	CLK-OP LICENSE REFUND-DEN	100-10-44120-000	87.00
Total 191056:							87.00
191057							
12/04/2020	191057	REEDSBURG UTILITY CO	26578-11202	11/20/2020	IT-DEC 2020 INTERNET SERVIC	100-10-51450-250-000	337.55
Total 191057:							337.55
191058							
12/04/2020	191058	RICOH USA INC	5060823076	11/13/2020	CITY-NOV 2020 COPIES	100-11-51500-250-000	455.78
Total 191058:							455.78
191059							
12/04/2020	191059	SAUK COUNTY TREASU	11242020	11/24/2020	TRE-DOG LICENSE 2-1-2020 TH	100-11-44220-000	2,238.00
Total 191059:							2,238.00
191060							
12/04/2020	191060	SCHAEFER ELECTRIC IN	13038	11/20/2020	ZOO-RESTROOM LIGHTS & FA	100-52-55410-822-000	1,325.00
Total 191060:							1,325.00
191061							
12/04/2020	191061	SECURIAN FINANCIAL G	002832L-012	12/03/2020	LIFE INSURANCE - JAN 2021	100-00-21533-000	2,241.69
Total 191061:							2,241.69
191062							
12/04/2020	191062	SSM HEALTHCARE OF W	2614319	11/17/2020	FD - MEDICAL EXAMS FOR NE	100-21-52200-270-000	571.00
Total 191062:							571.00
191063							
12/04/2020	191063	SUPREME AWARDS	049298	11/11/2020	FD - FD SERVICE AWARDS	100-21-52200-390-000	165.70
Total 191063:							165.70
191064							
12/04/2020	191064	TERRYTOWN PLUMBING	153599	11/24/2020	ZOO-GOAT BUILDING HEATER	100-52-55410-260-000	875.00
Total 191064:							875.00
191065							
12/04/2020	191065	THE GREEN VINE	1001	11/16/2020	PD- COFFEE FOR DAY 1 PATRO	100-20-52110-390-000	10.00
12/04/2020	191065	THE GREEN VINE	1002	11/18/2020	PD- COFFEE FOR DAY 2 OF OF	100-20-52110-390-000	10.00
Total 191065:							20.00
191066							
12/04/2020	191066	TOP PACK DEFENSE	5066	10/26/2020	PD- VOLTZ PANT HEMMING, HO	100-20-52110-346-000	494.29

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12/04/2020	191066	TOP PACK DEFENSE	5141	11/16/2020	PD- DORNER DUTY COAT	100-20-52110-346-000	74.99
12/04/2020	191066	TOP PACK DEFENSE	5174	11/18/2020	PD- MAGINOT EXTERNAL VEST	100-20-52110-346-000	250.00
12/04/2020	191066	TOP PACK DEFENSE	5185	11/21/2020	PD- MAGINOT CREDIT L/S ARM	100-20-52110-346-000	125.98-
12/04/2020	191066	TOP PACK DEFENSE	5186	11/21/2020	PD- BENTILLA CREDIT MOLLE L	100-20-52110-346-000	86.39-
12/04/2020	191066	TOP PACK DEFENSE	5187	11/21/2020	PD- BENTILLA CREDIT COMM T	100-20-52110-346-000	44.10-
Total 191066:							562.81
191067							
12/04/2020	191067	TRICOR, INC.	38382	11/18/2020	AIR-2ND YR RENEWAL-AIRPOR	100-00-16200-000	3,091.06
12/04/2020	191067	TRICOR, INC.	38382	11/18/2020	AIR-2ND YR RENEWAL-AIRPOR	630-35-53510-510-000	401.94
12/04/2020	191067	TRICOR, INC.	38469	11/25/2020	AIR-TANK LIABILITY INS 11/29/2	630-35-53510-510-000	722.72
12/04/2020	191067	TRICOR, INC.	38469	11/25/2020	AIR-TANK LIABILITY INS 1/1/21	100-00-16200-000	7,949.88
Total 191067:							12,165.60
191068							
12/04/2020	191068	TURNER WATERCARE	10547	11/30/2020	CC-H2O SALT	100-52-55130-340-000	396.90
Total 191068:							396.90
191069							
12/04/2020	191069	ULINE	126657013	11/13/2020	PK-OCHSNER PARK BABY CHA	100-52-55200-392-000	671.11
12/04/2020	191069	ULINE	126661441	11/13/2020	PK-DOG PARK WASTE BAGS	100-52-55200-340-000	109.85
Total 191069:							780.96
191070							
12/04/2020	191070	UNITED ELECTRIC INC.	66397	08/11/2020	AIR-RUNWAY LIGHT REPAIRS	630-35-53510-282-000	1,608.21
12/04/2020	191070	UNITED ELECTRIC INC.	67211	10/29/2020	AIR-PAPI RUNWAY 19 REPAIR	630-35-53510-282-000	212.50
Total 191070:							1,820.71
191071							
12/04/2020	191071	USTUPSKI, CARL	REIMB20212	12/02/2020	PD- CABELA'S DUTY PANTS	100-20-52110-346-000	138.00
Total 191071:							138.00
191072							
12/04/2020	191072	VERIZON WIRELESS	9865588793	10/23/2020	PD- SQUAD PHONE SERVICE	100-20-52110-220-000	415.89
12/04/2020	191072	VERIZON WIRELESS	9865588793	10/23/2020	PD- SQUAD MODEMS	100-20-52110-270-000	440.23
Total 191072:							856.12
191073							
12/04/2020	191073	WALDSCHMIDT & SONS	57651	12/01/2020	ZOO-ANIMAL FOOD	100-52-55410-342-000	292.78
Total 191073:							292.78
191074							
12/04/2020	191074	WIS DEPT OF REVENUE	11212020	11/23/2020	TRE-BRIANNA JOHNSON R7021	100-00-21100-000	25.00
Total 191074:							25.00
191075							
12/04/2020	191075	WIS DEPT OF TRANSP	395597102-7	06/05/2018	ENG-C&G-PARKWAY/WALNUT T	432-00-24200-000	44,960.83

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12/04/2020	191075	WIS DEPT OF TRANSP	395597102-7	06/05/2018	ENG-PARKWAY/WALNUT TO DE	950-00-10107-001	38,370.97
12/04/2020	191075	WIS DEPT OF TRANSP	395597102-7	06/05/2018	ENG-C&G-PARKWAY/WALNUT T	440-00-24200-000	1,542.69
12/04/2020	191075	WIS DEPT OF TRANSP	395597102-7	06/05/2018	ENG-C&G-PARKWAY/WALNUT T	430-30-57330-821-000	1,701.00
12/04/2020	191075	WIS DEPT OF TRANSP	50900501-11	11/03/2020	ENG - 8TH ST DESIGN	430-30-57330-270-000	12,693.55
Total 191075:							99,269.04
191076							
12/04/2020	191076	WRPQ RADIO	20110066	11/30/2020	CITY-NOV 2020 CABLE CHANNE	100-10-55370-215-000	2,500.00
Total 191076:							2,500.00
7002344							
12/04/2020	7002344	BOARDMAN & CLARK LL	22908	11/23/2020	ADMIN-22551-00008 POLICE CH	100-14-51430-215-000	2,070.00
Total 7002344:							2,070.00
7002345							
12/04/2020	7002345	CAPITAL NEWSPAPERS	16275	11/02/2020	CLK-GENERAL ELECTION NOTI	100-11-51440-210-000	16.98
12/04/2020	7002345	CAPITAL NEWSPAPERS	24411	11/03/2020	CITY-3RD QTR 2020 BUDGET A	100-11-51500-210-000	433.98
12/04/2020	7002345	CAPITAL NEWSPAPERS	24450	11/09/2020	PLAN-BARABOO SCHOOL CON	100-14-56300-210-000	23.50
12/04/2020	7002345	CAPITAL NEWSPAPERS	25321	11/09/2020	CITY-BUDGET HEARING	100-10-51100-210-000	215.24
12/04/2020	7002345	CAPITAL NEWSPAPERS	25550	11/10/2020	COUNCIL-MINUTES 9/22,9/29/10	100-10-51100-210-000	75.59
12/04/2020	7002345	CAPITAL NEWSPAPERS	26655	11/19/2020	COUNCIL-10/27 & 11/4/2020 MIN	100-10-51100-210-000	26.46
Total 7002345:							791.75
7002346							
12/04/2020	7002346	CROELL REDI-MIX INC	490670	11/12/2020	PK-CITYVIEW RESTROOM PAD	250-52-55200-822-000	720.33
12/04/2020	7002346	CROELL REDI-MIX INC	491970	11/16/2020	PW-1307 15TH ST; SIDEWALK R	100-31-53300-410-000	278.00
Total 7002346:							998.33
7002347							
12/04/2020	7002347	GLACIER VALLEY FORD I	03324	10/26/2020	PD- SQUAD 40 OIL CHANGE, IN	100-20-52110-240-000	56.97
12/04/2020	7002347	GLACIER VALLEY FORD I	03400	10/29/2020	PD- SQUAD 49 OIL CHANGE, B	100-20-52110-240-000	50.59
12/04/2020	7002347	GLACIER VALLEY FORD I	03550	11/06/2020	PD- #45 CHECK ENGINE MAE O	100-20-52110-240-000	91.75
12/04/2020	7002347	GLACIER VALLEY FORD I	03578	11/09/2020	PD- SQUAD 51 OIL CHANGE, TI	100-20-52110-240-000	50.59
12/04/2020	7002347	GLACIER VALLEY FORD I	03685	11/16/2020	PD- SQUAD 47 OIL CHANGE	100-20-52110-240-000	31.26
Total 7002347:							281.16
7002348							
12/04/2020	7002348	MENARDS - BARABOO	53061-31900	11/12/2020	FD - AIR LINE PARTS	100-21-51610-350-000	13.66
12/04/2020	7002348	MENARDS - BARABOO	53150-31900	11/13/2020	FD - WIRE FOR MOVING OUTLE	100-21-51610-350-000	47.99
12/04/2020	7002348	MENARDS - BARABOO	53315-31900	11/16/2020	PW-LOOP TIRES; REBAR TIE WI	100-31-53650-340-000	246.65
12/04/2020	7002348	MENARDS - BARABOO	53387-31900	11/17/2020	ZOO-OWL EXHIBIT FENCE	870-52-55410-861-000	141.77
12/04/2020	7002348	MENARDS - BARABOO	53390-31900	11/17/2020	FD - AUDIO VISUAL ADAPTERS	100-21-52200-340-000	16.98
12/04/2020	7002348	MENARDS - BARABOO	53499-31900	11/18/2020	AIR-DRIVEWAY MARKERS, STE	630-35-53510-350-000	37.86
12/04/2020	7002348	MENARDS - BARABOO	53637-31900	11/20/2020	ZOO-ANIMAL FOOD	100-52-55410-342-000	38.89
12/04/2020	7002348	MENARDS - BARABOO	54011-31900	11/25/2020	PK-SIGN REPAIR HARDWARE	100-52-55200-350-000	6.99
12/04/2020	7002348	MENARDS - BARABOO	54046-31900	11/25/2020	FD - PAINT AND CLEANING SUP	100-21-51610-350-000	275.44
Total 7002348:							826.23

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7002349 12/04/2020	7002349	MILESTONE MATERIALS	3500192531	11/18/2020	ZOO-OWL EXHIBIT SAND	870-52-55410-861-000	207.50
Total 7002349:							207.50
Grand Totals:							633,528.88

FINANCE COMMITTEE APPROVAL:

 (Chairman)

 (Date)

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16964						
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-MANCHESTER SLUDGE	960-36-82710-222-000	23.68
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-8TH ST GRINDER PUMP	960-36-83200-222-000	18.99
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-WEST GARAGE	960-36-82100-222-000	16.01
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-MANCHESTER CONTROL	960-36-82100-222-000	6,803.30
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-MANCHESTER CONTROL	960-36-82710-222-000	509.55
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-POTTER ST LIFTSTATION	960-36-83200-222-000	32.00
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-HEADWORKS BLDG	960-36-82200-222-000	16.01
11/30/2020	ALLIANT ENERGY	S608212NO	11/11/2020	SEWER-ST RD 33 LIFTSTATION	960-36-83200-222-000	74.53
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-MINE RD TOWER	970-37-66500-222-000	115.55
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 6-SAUK AVE	970-37-62300-222-000	2,126.17
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 6-SAUK AVE	970-37-66500-223-000	46.52
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-EAST ST TOWER	970-37-66500-222-000	45.31
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-BARNHART TOWER@COMM	970-37-66500-222-000	31.87
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	2,097.49
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	35.77
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	1,642.29
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	40.24
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	1,906.61
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	23.23
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-MOORE ST TOWER	970-37-66500-222-000	51.06
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	477.79
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	33.96
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-BIRCH ST TOWER-RADIO BLD	970-37-66500-222-000	59.26
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-COMM AVE BOOSTER STATIO	970-37-62300-222-000	287.98
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-COMM AVE BOOSTER STATIO	970-37-66500-223-000	40.30
11/30/2020	ALLIANT ENERGY	W082330NO	11/10/2020	WATER-WELL NO. 2-722 HILL ST	970-37-62300-222-000	396.13
Total 16964:						16,951.60
16965						
11/30/2020	BADGER STATE INSPECTION L	W1000847	08/25/2020	WA-STRUCTURAL REVIEW: CTY A TO	970-37-67200-239-000	1,800.00
Total 16965:						1,800.00
16966						
11/30/2020	CARDMEMBER SERVICE	U11162020	11/16/2020	WATER-DNR SAMPLE MAILING	970-37-64300-343-000	96.45
11/30/2020	CARDMEMBER SERVICE	U11162020	11/16/2020	UTIL-STAMPS (600)	240-36-84000-343-000	33.00
11/30/2020	CARDMEMBER SERVICE	U11162020	11/16/2020	UTIL-STAMPS (600)	950-36-84000-343-000	99.00
11/30/2020	CARDMEMBER SERVICE	U11162020	11/16/2020	UTIL-STAMPS (600)	960-36-85100-343-000	99.00
11/30/2020	CARDMEMBER SERVICE	U11162020	11/16/2020	UTIL-STAMPS (600)	970-37-90300-343-000	99.00
Total 16966:						426.45
16967						
11/30/2020	CENTURYLINK	S301296619	11/17/2020	SE-PHONE/INTERNET #301299619	960-36-85100-220-000	42.33
11/30/2020	CENTURYLINK	S301296619	11/17/2020	SE-PHONE/INTERNET #301299619	960-36-85100-250-000	63.94
11/30/2020	CENTURYLINK	W301217861	11/17/2020	WATER-PHONE-ACCT 301217861	970-37-66500-220-000	7.05
11/30/2020	CENTURYLINK	W301217861	11/17/2020	WATER-PHONE-ACCT 301217861	970-37-92100-220-000	7.06
Total 16967:						120.38
16968						
11/30/2020	CINTAS CORPORATION #015K	S406680643	11/10/2020	SEWER-TOWELS-WASTE PLNT	960-36-85600-390-000	9.85
11/30/2020	CINTAS CORPORATION #015K	S406812636	11/23/2020	SEWER-TOWELS-WASTE PLNT	960-36-85600-390-000	9.85
11/30/2020	CINTAS CORPORATION #015K	W406680652	11/10/2020	WATER-TOWELS-WATER UTILITY	970-37-66500-340-000	10.76

M = Manual Check, V = Void Check

CITY OF BARABOO

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Check Issue Date	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
11/30/2020	CINTAS CORPORATION #015K	W406812642	11/23/2020	WATER-TOWELS-WATER UTILITY	970-37-66500-340-000	10.76
Total 16968:						41.22
16969						
11/30/2020	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2020	STORMWATER-NOV 2020 RECEIPTS	999-00-10005-000	10,773.27
11/30/2020	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2020	STORMWATER-NOV 2020 RECEIPTS	970-37-40419-001	.30
11/30/2020	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2020	STREET LIGHT-NOV 2020 RECEIPTS	999-00-10005-000	3,117.49
11/30/2020	CITY OF BARABOO-STORMWAT	ST/SLNOV20	11/30/2020	STREET LIGHT-NOV 2020 RECEIPTS	970-37-40419-001	.05
Total 16969:						13,891.11
16970						
11/30/2020	CORE & MAIN LP	W-N340068	11/13/2020	WATER-INVENTORY-ACCT 97801	970-96-10154-001	125.04
Total 16970:						125.04
16971						
11/30/2020	CROELL REDI-MIX INC	W493005	11/19/2020	WA-CURB/SIDEWALK: MAIN BRK@AM	970-37-67300-236-000	620.43
11/30/2020	CROELL REDI-MIX INC	W493764	11/23/2020	WA-SIDEWALK: CURBSTOP @ 321 5T	970-37-67500-238-000	284.60
Total 16971:						905.03
16972						
11/30/2020	CT LABORATORIES LLC	S157865	11/05/2020	WA-COPPER/LEAD TESTS: 30 PROPE	970-37-64200-217-000	900.00
11/30/2020	CT LABORATORIES LLC	W158671	11/23/2020	WA-WELL NO. 2: ANIONS/SDWA/NITRA	970-37-64200-217-000	10.00
Total 16972:						910.00
16973						
11/30/2020	FASTENAL COMPANY	W-WIBAR22	11/18/2020	WA-PROTECTORS: HYDT FLAGS-CUS	970-37-67700-340-000	17.18
Total 16973:						17.18
16974						
11/30/2020	FIRST CALL	W2366-4836	11/05/2020	WA-BATTERY: 2017 FORD F250-CUST	970-37-66200-240-000	121.21
Total 16974:						121.21
16975						
11/30/2020	MAILBOXES PACK N SHIP OF B	S69241	11/23/2020	SE-SOILTEST SAMPLE-MARSHFIELD,	960-36-82710-340-000	17.99
Total 16975:						17.99
16976						
11/30/2020	MENARDS - BARABOO	S53416	11/24/2020	SE-PARTS: SILO UPGRADE-ACCT 319	960-36-83300-250-000	73.70
11/30/2020	MENARDS - BARABOO	W53630	11/20/2020	WATER-INVENTORY-ACCT 31900285	970-96-10154-001	11.96
11/30/2020	MENARDS - BARABOO	W53630	11/20/2020	WA-SERVICE SUPPLIES-ACCT 319002	970-37-67500-238-000	20.41
Total 16976:						106.07
16977						
11/30/2020	NAPA AUTO PARTS	S400100	11/24/2020	SE-BELT: HEADWORKS MAKEUP AIR-	960-36-82200-340-000	11.11
11/30/2020	NAPA AUTO PARTS	W397947	10/30/2020	WATER-OIL/AIR FILTER: 2013 F250-AC	970-37-66200-240-000	10.51
11/30/2020	NAPA AUTO PARTS	W397974	10/30/2020	WA-BATTERY: GENERATOR@COMM A	970-37-67800-250-000	118.58
11/30/2020	NAPA AUTO PARTS	W398748	11/09/2020	WATER-OIL: GENERATOR@OAK ST HI	970-37-67800-250-000	57.17

M = Manual Check, V = Void Check

CITY OF BARABOO

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11/30/2020	NAPA AUTO PARTS	W399046	11/11/2020	WATER-AIR FILTER: MOWER-ACCT 10	970-37-93200-250-000	10.43
11/30/2020	NAPA AUTO PARTS	W399547CM	11/17/2020	WA-RET'D OIL: VACTRON-ACCT 1095	970-37-93200-250-000	9.30-
11/30/2020	NAPA AUTO PARTS	W399548	11/17/2020	WATER-OIL: VACTRON-ACCT 1095	970-37-93200-250-000	9.27
Total 16977:						207.77
16978						
11/30/2020	NCL OF WISCONSIN INC	S446295	10/29/2020	SEWER-LAB SUPPLIES-ACCT 3595	960-36-82700-340-000	43.08
11/30/2020	NCL OF WISCONSIN INC	S447255	11/20/2020	SEWER-LAB SUPPLIES-ACCT 3595	960-36-82700-340-000	330.96
Total 16978:						374.04
16979						
11/30/2020	PERKINS OIL CO INC	S100541-IN	11/09/2020	SE-OIL: CLARIFIERS/AERATORS-CUS	960-36-83400-250-000	951.25
Total 16979:						951.25
16980						
11/30/2020	PETERSON, WADE D	U11/2020MI	11/24/2020	UTIL-NOV 2020 MILEAGE	970-37-93000-330-000	95.17
11/30/2020	PETERSON, WADE D	U11/2020MI	11/24/2020	UTIL-NOV 2020 MILEAGE	960-36-85100-330-000	95.16
Total 16980:						190.33
16981						
11/30/2020	SEH INC	U395726	11/10/2020	UTIL-STH 33 UTILITY REPLACEMENT	960-96-10183-001	2,487.50
11/30/2020	SEH INC	U395726	11/10/2020	UTIL-STH 33 UTILITY REPLACEMENT	960-36-95000-860-000	2,487.50
11/30/2020	SEH INC	U395726	11/10/2020	UTIL-STH 33 UTILITY REPLACEMENT	960-36-95000-899-000	2,487.50-
11/30/2020	SEH INC	U395726	11/10/2020	UTIL-STH 33 UTILITY REPLACEMENT	970-96-10183-001	7,462.50
11/30/2020	SEH INC	U395726	11/10/2020	UTIL-STH 33 UTILITY REPLACEMENT	970-37-95000-860-000	7,462.50
11/30/2020	SEH INC	U395726	11/10/2020	UTIL-STH 33 UTILITY REPLACEMENT	970-37-95000-899-000	7,462.50-
Total 16981:						9,950.00
16982						
11/30/2020	US CELLULAR	U406150049	11/10/2020	UTIL-NOV SCADA SERVICE@WELLS	970-37-63300-250-000	110.34
11/30/2020	US CELLULAR	U406150049	11/10/2020	UTIL-NOV SCADA SERVICE@TOWER	970-37-67200-250-000	110.34
11/30/2020	US CELLULAR	U406150049	11/10/2020	UTIL-NOV SCADA SERVICE@BOOSTE	970-37-67800-250-000	55.18
Total 16982:						275.86
Grand Totals:						47,382.53

FINANCE COMMITTEE APPROVAL:

(Chairman)

(Date)

CITY OF BARABOO

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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
1297							
11/24/2020	1297	PACE PAYMENT SYSTEM	OCT2020	10/31/2020	REC-OCT ONLINE PAYMENTS	100-53-55300-270-000	26.68
Total 1297:							26.68
1298							
11/24/2020	1298	PAYMENT SERVICE NET	225223	11/03/2020	TRE-OCT ONLINE PAYMENTS	100-11-51520-290-000	594.45
11/24/2020	1298	PAYMENT SERVICE NET	225223	11/03/2020	TRE-OCT PSN NSF FEES	970-37-40474-001	10.00
Total 1298:							604.45
1299							
11/24/2020	1299	WIS DEPT OF REVENUE	OCT 2020	11/25/2020	SALES & USE TAX - OCT 2020	100-00-24213-000	78.21
11/24/2020	1299	WIS DEPT OF REVENUE	OCT 2020	11/25/2020	SALES & USE TAX - OCT 2020	940-00-24213-000	12.04
Total 1299:							90.25
Grand Totals:							721.38

FINANCE COMMITTEE APPROVAL:

(Chairman)_____
(Date)

NBO - 1

The City of Baraboo, Wisconsin

Background:

This ordinance seeks to amend §18.08(16) of the Baraboo Municipal Code relating to requirements of tree planting in subdivisions. The proposed amendment removes the requirement that the developer of a subdivision purchase and plant trees in the subdivision and instead requires a fee of the developer which the City will use to purchase trees for that subdivisions and plant using City staff.

Coinciding with this ordinance amendment is a requested change to the City's Fee Schedule for the City to charge the developer \$3.35 per foot of frontage or actual costs, whichever is higher.

The proposed changes will allow the City Forestry Department more control in ensuring proper species and sizes of trees are planted properly to ensure future tree health and reduced maintenance and replacement costs for the City in the future.

The Parks and Recreation Commission recommended this amendment for approval at their November 9, 2020 regular meeting by unanimous vote

Fiscal Note: ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That Section 18.08(16), TREES, the Baraboo Municipal Code is hereby amended as follows:

18.08 REQUIRED IMPROVEMENTS.

(16) TREES.

- a. The subdivider shall pay a reasonable fee, as determined by the Common Council by way of the Parks and Recreation Committee and as set forth in the City's Official Fee Schedule, for every lineal foot of urbanized road frontage in the subdivision for the purpose of planting street trees. This fee shall be kept in an account by the City until the subdivision can be planted; the fee shall be paid prior to recording of the final plat or CSM.
- b. Upon written request of a lot owner, with said written request to be received by the City Clerk not less than 30 calendar days prior to the recording of the final plat or CSM, the Common Council, by way of the Finance and Personnel Committee, may permit the fee to be paid by the lot owner at the time of building permit application as their fair share of the subdivision's street tree planting costs.
- c. Street trees under this Section will be planted by the City, or a designee thereof, according to the City of Baraboo Forestry Management Manual, as updated from time-to-time by the Parks and Recreation Committee.

~~As a requirement of subdivision approval, the subdivider shall plant shade trees on the property of the subdivision. Such trees shall be planted within five feet of the right-of-way of the street(s) within and abutting the subdivision, or, at the discretion of the Plan Commission, within the right-of-way of such street(s). (1971-04/13/99)~~

~~Number of Trees. One tree shall be planted for every forty (40) feet of frontage along each street unless the Plan Commission, upon recommendation of City staff, shall grant a waiver. The waiver shall be granted only if there are trees growing along the right-of-way or on the abutting property which, in the opinion in the Plan Commission, complies with these regulations. (1971-04/13/99)~~

~~Location, Size, and Approval.~~ New trees including species, and the location of said plantings required by these regulations, shall be approved by the City Forester. All trees shall have a minimum trunk diameter measured twelve (12) inches above ground level of not less than two (2) inches. Said trees shall be located to avoid conflict with utilities and the specific locations of trees shall be delineated on the preliminary plat so as to be approved or modified by the City Forester prior to Plan Commission review. (1971-04/13/99)

~~Shade Tree Easement and Dedication.~~ The Plan Commission may require the preliminary plat and final plat to reserve an easement authorizing the City to plant shade trees within five (5) feet of the required right-of-way of the City. (1971-04/13/99)

~~Assuring Compliance.~~ No street shall be accepted for dedication until the City Engineer and City Forester inform the Plan Commission in a City meeting that, where necessary, has been made with these regulations. (1971-04/13/99)

2. That the City of Baraboo Official Fee Schedule is hereby amended to include the following fee:

<u>Subdivider Street Tree Costs</u>	\$3.35 per foot of frontage or actual costs, whichever is higher	§18.08(16)
--	--	------------

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20__, and is recorded on page ____ of volume ____.

City Clerk: _____

To: Finance Committee/City Council
From: Mike Hardy, Parks, Recreation & Forestry Director
Date: December 8, 2020
Re: Proposed Amendment to Section 18.08(16) of the Municipal Code

City forestry staff has brought complaints of trees being planted in several new subdivision lots. Under the current ordinance, developers pay for and plant their own trees when developing new lots. Many times, when turned over to our department, these trees are found to be of poorer quality, or not planted correctly or in the correct location which causes both cost and time to correct when our staff has to either correct or replace them.

A search of other forestry departments in the state found that many require a simple fee to pay for trees from developers, which allows the City to use the fee to buy the correct trees and plant themselves with experienced staff to provide a better canopy at a lower cost down the road.

City Attorney Truman was provided a similar ordinance from another Wisconsin community that Parks, Recreation and Forestry Department staff liked. Truman made several edits to our existing ordinance to allow the City to have more control over what is being planted in new subdivisions by assessing a tree fee rather than allowing the developer to simply plant trees themselves.

The Park and Recreation Commission reviewed the proposed amendment and recommended your approval at their November 9, 2020 regular meeting by unanimous vote.

NBR-1

RESOLUTION NO. 2020 -

Dated: December 8, 2020

The City of Baraboo, Wisconsin

Background: This resolution seeks to enter into a Facility Use Agreement with the Baraboo School District. The City and School District have been longtime partners in the use of shared facility space, however have never had a formal written agreement in place. This process will ensure that the City continues to receive priority scheduling and free use of school facilities and the School District will continue to receive priority scheduling and free use of City recreational facilities for the period of 2020-2025.

The agreement currently includes the school's use of Mary Rountree Evans Park (baseball) and Pierce Park (softball) and the city's use of the high school gym (adult basketball and volleyball), high school track (youth track) and middle school gym (adult volleyball). Staffing and repair costs beyond normal wear and tear are the responsibility of the user, however normal reservation fees would be waived for sponsored activities.

The Parks and Recreation Commission recommended this agreement for approval at their August 10, 2020 regular meeting by unanimous vote.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the 2020-2025 Facility Use Agreement with the Baraboo School District be approved for shared use of Mary Rountree Evans Park and Pierce Park (City facilities) and High School Gym and Track and Middle School Gym (School facilities).

Offered by: Parks and Recreation Comm. **Approved:** _____
Motion: _____
Second: _____ **Attest:** _____

To: Finance Committee/City Council
From: Mike Hardy, Parks, Recreation & Forestry Director
Date: December 8, 2020
Re: Baraboo School District Facility Use Agreement

In an effort to preserve priority facility scheduling as well as avoid unnecessary charging of fees, we have been working with staff at the Baraboo School District to draft an agreement for shared use of recreational facilities. While the school district has used Mary Rountree Evans Parks for baseball and Pierce Park for softball for years, and the City has used the High School and Middle School gymnasiums and High School outdoor track for years – there has never been a formal written agreement between both parties.

The City has always given the School District priority scheduling of the baseball and softball fields every spring to allow use for games and practices at no cost to the district. The school district preps and lines the fields daily with their own staff and provides their own materials to maintain the fields (diamond dry, marking chalk, etc.) Costs to the city are minimal (restroom supplies – toilet paper, minor water use, minor electric use).

Likewise, the School District has always given the City Parks and Recreation Department priority scheduling of the Middle School and High School gymnasiums every winter to allow for adult basketball and volleyball leagues and the High School track for summer youth track programs at no cost to the City. The City provides staff supervision and equipment needed to run the programs. Costs to the School District are minimal (restroom supplies – toilet paper, minor water use, minor electric use).

The Parks and Recreation Department is pursuing a formal agreement to preserve the arrangement allowing for priority scheduling with no fees to allow each organization more efficient use of taxpayer facilities while providing maximum recreational opportunities for residents while avoiding additional fees and protecting each side from liability concerns while easing the scheduling process.

The School District has provided input into the draft and City Attorney Truman has drafted an agreement which has been recommended for approval by the Parks and Recreation Commission at their July 13, 2020 regular meeting by unanimous vote. The School District has also sent the draft through its Committees and approved of the agreement as presented in your packets.

As this agreement seeks to maintain existing Facility Use levels and responsibilities, no impact to the budget is expected. The agreement allows for continued cooperative relationship between the School District and City Parks and Recreation Department, which has been very good for many years.

**FACILITY USE AGREEMENT BETWEEN THE CITY OF BARABOO AND
THE SCHOOL DISTRICT OF BARABOO
July 1, 2020 – June 30, 2025**

THIS FACILITY USE AGREEMENT ("Agreement") is entered into by and between the City of Baraboo, with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("City"), and the School District of Baraboo, with a mailing address of 423 Linn Street, Baraboo, WI 53913 ("District"). The City and the District may be jointly referred to herein as the "Parties" or individually as a "Party." For the mutual consideration contained herein, the Parties agree as follows:

1. Term. This Agreement shall be in full force and effect from July 1, 2020, ("Start Date") until June 30, 2025, unless terminated sooner as provided for herein.
2. Facilities and Programs.
 - a. Each Party agrees to allow use of its facilities identified below (the "Owner Facilities") for the programs provided or sponsored by the other Party identified below (the "User Priority Programs"), subject to the terms and conditions of this Agreement. For purposes of this Agreement, the Party owning the facility shall be referred to as the "Owner Party" and the Party providing the program shall be referred to as the "Use Party". This Agreement is intended to serve in lieu of the necessity of sanctioned requests for use of Owner Facilities by the Use Party to provide or sponsor User Priority Programs.

OWNER FACILITIES:

CITY PARKS AND RECREATION FACILITIES

Mary Rountree Evans Park Baseball Field
Pierce Park Softball Fields

DISTRICT FACILITIES

Baraboo High School Building Gymnasium
Baraboo Middle School Building Gymnasium
Baraboo High School Thunderbird Field Track

USER PRIORITY PROGRAMS:

CITY - PRIORITY PROGRAMS

Youth Track
Adult Volleyball

DISTRICT - PRIORITY PROGRAMS

Baseball games and practice
Softball games and practice

- b. The Use Party shall have the priority use of the other Party's Owner Facilities to provide or sponsor User Priority Programs, provided: (i) the Owner Party does not have a conflicting need for use of the facility; (ii) the use of the Owner Facility shall be limited to the User

Priority Program; and (iii) such use is permitted by, and shall be conducted in accordance with, all applicable policies of the Owner Party and requirements of law.

- c. Additional programs or facilities shall be considered part of this Agreement upon mutual written consent of the City's Park and Recreation Committee, or as delegated by the Commission to the City's Parks and Recreation Director, and of the District. Additions will be brought to each respective Board/Committee/Delegee at the earliest opportune time.
3. Fees. Neither the City nor the District shall charge fees for the use of the facilities for the programs listed in Paragraph 2, above.
4. General Use Terms. The Parties agree to abide by the following terms with respect to use of an Owner Facility by a Use Party for a User Priority Program:
- a. The Use Party shall complete facilities use forms or comparable forms as per respective policy or regulation of the Owner Party prior to the season or the need to use the facility.
 - b. The Use Party shall distribute to the program participants the respective Immunity, Liability and Assumption of Risk document(s) of the Owner Party.
 - c. The Use Party shall end activities by 10:00 PM.
 - d. The Use Party shall cleanup the Owner Facility after each event and notify the Owner Party immediately if there is damage to the facility beyond normal wear and tear. Any and all damage to an Owner Facility beyond normal wear and tear caused by a program participant during a User Priority Program shall be the sole responsibility of the Use Party.
 - e. The Owner Party shall provide restroom facilities available for use by participants in the User Priority Program, unless otherwise agreed.
 - f. The Owner Party shall provide timely field maintenance such as mowing, rolling, and dragging.
 - g. The Use Party shall provide adequate supervision during program events.
 - h. The Owner Party shall provide lights and electricity as requested.
 - i. The Use Party shall abide by the request of an Owner Party to shut down a facility or activity with short notice or no advance notice due to weather or a force majeure event.
 - j. The Use Party shall abide by the request of the Owner Party to limit use of facilities for routine maintenance needs. If use will be limited due to non-routine maintenance, or due to facility upgrades or enhancements, the Owner Party shall notify the Use Party as soon as possible.
 - k. Either Party, as applicable, shall notify the other party as soon as possible in the event a game/program has to be cancelled or re-scheduled.

- I. The Use Party shall ensure programs are Title IX compliant and do not discriminate on the basis of any protected class, as applicable.
5. Insurance. Each Party shall maintain a minimum of \$1,000,000 in general liability insurance coverage, including coverage for bodily injury, property damage and products liability (when food, beverages, etc. are to be dispensed), name the other Party as an additional insured under such insurance coverage, and provide a certificate of insurance upon request.
6. Termination. This Agreement may be terminated at any time and without cause by the terminating Party providing the non-terminating Party written notice not less than 60 calendar days prior to the date of termination.
7. Each Party to Bear its Own Costs. The Parties agree to each bear its own costs and expenses incurred in connection with the performance of its duties and obligations incurred by this Agreement.
8. Assumption of Risk; Allocation of Liability.
 - a. Subject to the terms of this Agreement, the Owner Facility shall be made available to the Use Party, in each case, in an "as is" condition, without any representation or warranty by the Owner Party as to its condition, fitness or suitability for use.
 - b. Each Party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law.
9. Notice. As used herein, "notice" shall be deemed delivered upon (i) personal delivery, defined as hand-delivery to the individual named below, hand-delivery to his/her agent, or when sent by email to the below email address, or (ii) three business days after the date of mailing by first-class mail, return receipt requested.

If to the City:

Mike Hardy, Director
 Park, Recreation & Forestry Department
 City of Baraboo
 124 2nd Street
 Baraboo, WI 53913
 mhardy@cityofbaraboo.com

If to the District:

10. Amendments. This Agreement may be modified at any time upon written consent of both Parties.
11. Disputes. Both Parties agree to make good faith efforts to resolve between themselves any dispute resulting to or stemming from this Agreement prior to resorting to legal action.
12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

CITY OF BARABOO

Mike Palm, Mayor

Date

Brenda Zeman, City Clerk

Date

SCHOOL DISTRICT OF BARABOO

Sign: _____

Print: _____

Title: _____

Lori M. Mueller
LORI M. MUELLER
DISTRICT ADMINISTRATOR

09/14/2020

Date

Sign: _____

Print: _____

Title: _____

K. H. Vodka
KEVIN VODAK
BOARD OF EDUCATION PRESIDENT

9-14-2020

Date

NBR-2

RESOLUTION NO. 2020 -

Dated: December 8, 2020

The City of Baraboo, Wisconsin

Background: This resolution seeks to approve the First Amendment to the Lease Agreement with the Wisconsin Historical Society entered into on June 6, 2016 for the Van Zelts Island Park (commonly referred to as "Spirit Point").

With the recent completion of the Riverwalk bridge located between Circus World and Spirit Point, the City needed public access from the Riverwalk at Water Street to the bridge. City staff worked with the state to develop an amendment to the existing lease agreement to add a 25-foot strip of land along the east edge of the Circus World main parking lot to construct an extension from the Riverwalk to the bridge, allowing access into the Maxwell-Potter Conservancy.

The Amendment has been reviewed by City Engineer and City Attorney and is acceptable to both.

The Parks and Recreation Commission recommended this agreement for approval at their November 9, 2020 regular meeting by unanimous vote.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**

Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the First Amendment to the Lease Agreement between the City and Wisconsin Historical Society for the Van Zelts Island Park dated June 8, 2016 be approved.

Offered by: Parks and Recreation Comm. **Approved:** _____

Motion:

Second: **Attest:** _____

To: Finance Committee/City Council
From: Mike Hardy, Parks, Recreation & Forestry Director
Date: December 8, 2020
Re: Amendment to the Lease Agreement with Wisconsin Historical Society

The City currently has a lease agreement with the Wisconsin Historical Society for the use of the area known as "Spirit Point" located adjacent to Maxwell-Potter Conservancy between the Baraboo River and Riverwalk (near the new pedestrian bridge). An amendment is needed to allow for a connector trail from the existing Riverwalk at Water Street to connect with the new pedestrian bridge. The trail would follow the east edge of the Circus World parking lot and allow for public walk or bike connections from the Riverwalk over the river to Maxwell-Potter Conservancy.

The amendment has been a project of City Engineer Pinion, City Attorney Truman and the state Department of Administration, with input by Circus World Museum while the bridge was being constructed.

Approval of the amendment will allow for continued public use of the trail that connects to Maxwell-Potter, and basically treats this short stretch like other parts of the Riverwalk, with future maintenance responsibilities on the City. The approval would allow this loop to be added to the existing Riverwalk system.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is entered into by and between the State Historical Society, d/b/a Wisconsin Historical Society ("**Society**"), a body politic and corporate created pursuant to Ch. 40 of the Wisconsin State Statutes, and the City of Baraboo ("**City**"), a Wisconsin municipal corporation. The Society and the City may be jointly referred to herein as the "**Parties**" or singularly as a "**Party**."

RECITALS

WHEREAS, the Parties entered into a lease agreement executed by the Society on June 8th, 2016 and by the City on May 25, 2016, for an agreement effective date of June 8, 2016, ("**Lease Agreement**") for certain property (the "**Original Subject Property**") owned by the Society identified as the Van Zelts Island Park of approximately 8.0 acres for the benefit of the Baraboo River Walk along the Baraboo River; and

WHEREAS, since the Lease Agreement's effective date, City has continued to develop the Baraboo River Walk and Enhanced Public Access along the Baraboo River; and

WHEREAS, the City would like to expand the Baraboo River Walk and Enhanced Public Access over additional property ("**Additional Subject Property**", together with the Original Subject Property, the "**Subject Property**") owned by the Society, specifically:

A 25-foot wide strip of land (in the location set forth in the plan attached hereto and made a part hereof as Exhibit A "Site Plan A") located in the NE 1/4 of the NW 1/4 of Section 1, T11N, R6E, City of Baraboo, Sauk County, Wisconsin, the easterly and northerly line of which is described as follows:

Commencing at the northwest corner of said Section 1; thence along the west line of said NW 1/4, S00°20'47"W, 136.21 feet to the south line of Water Street; thence along said south line, S89°10'02"E, 549.46; thence S00°49'58"W, 183.28 feet to a meander line; thence along said meander line, S89°06'51"E, 71.01 feet; thence continuing along said meander line, S81°53'10"E, 106.21 feet; thence continuing along said meander line, N77°57'10"E, 217.81 feet; thence continuing along said meander line, S89°12'32"E, 311.65 feet; thence continuing along said meander line, N86°49'14"E, 86.30 feet; thence continuing along said meander line, S71°23'59"E, 671.72 feet; thence continuing along said meander line, S34°59'12"E, 291.17 feet; thence continuing along said meander line, S27°51'40"E, 231.02 feet; thence continuing along said meander line, S37°44'56"E, 221.00 feet; thence continuing along said meander line, S82°51'25"E, 136.87 feet to the point of beginning; thence N00°35'20"W, 556.18 feet; thence S84°46'36"E, 25 feet; thence N00°35'20"W, 15 feet to the south line of Water Street; thence along the south line of Water Street on a curve to the right having a radius of 5,558.14 feet and a chord that bears N84°33'09"W, 182.88 feet; thence continuing along said south line N83°36'35"W, 216.01 feet; thence continuing along said south line N80°01'49"W, 104.46 feet; thence continuing along said south line N77°53'25"W, 44.21 feet.

WHEREAS, the Society believes that extending the Baraboo River Walk and Enhanced Public Access over the Additional Subject Property would promote its educational mission and the Society is in favor of the City's plans.

NOW, THEREFORE, for the mutual considerations contained herein and in the Lease Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to modify the Lease Agreement as follows:

TERMS

1. **Effective Date and Scope.** This First Amendment, effective on the date of full execution by both the City and the Society, shall extend the terms contained in the Lease Agreement to the Additional Subject Property, including, without limitation:

- a. Incorporating the Additional Subject Property into the area leased by the Society to the City under the Lease Agreement for the purpose of extending the Baraboo River Walk and Enhanced Public Access across the Additional Subject Property;
- b. The Society allowing the City to construct, at the City's sole cost and expense: (i) an asphalt path over the Additional Subject Property in the area set forth in Exhibit A; (ii) certain additional improvements in connection with a display depicting the history of indigenous peoples in the Baraboo area, including interpretative panels providing historical information, benches, and reasonable landscaping; and (iii) the Safety Improvements (as defined in Article 3 below); and
- c. The City and the Society ensuring the Baraboo River Walk and Enhanced Public Access shall be open to the public.

2. The City shall maintain and repair the improvements to the Additional Subject Property in accordance with the provisions of the Lease Agreement, except that the City shall also maintain the Additional Subject Property and any improvements thereto in reasonably good order and condition, safe for pedestrian traffic, and free of graffiti, defacement, litter, and debris (including, without limitation, installing a reasonable number of trash receptacles and regularly maintaining and emptying such receptacles as necessary).

3. The City shall construct additional improvements (the "Safety Improvements") to the portion of the Additional Subject Property which is located on the Society's existing parking lot in order to promote pedestrian, bike, and motor vehicle safety. The Safety Improvements shall include, without limitation, appropriate traffic, warning, and informational signage, painted crosswalks at the entrance and exists to the parking lot, painted designation of the pedestrian path, and a physical barrier (such as a curb, orange plastic delineator posts, a grass median, or similar) between the pedestrian path and the parking lot to prevent entry by vehicles. The City shall not remove or damage any existing trees located on the Additional Subject Property in connection with the performance of any maintenance or improvement under the Lease, as modified hereby, without the prior written authorization of the Society (which may be in email form).

4. No improvements to the Additional Subject Property shall be subject to the reimbursement provisions of paragraph 4B of the Lease Agreement for any period from and after June 30, 2045, regardless of any remaining useful life value of any improvements to the Additional Subject Property at such time.

5. The City and the Society agree that the provisions of paragraph 4B of the Lease Agreement (as supplemented by this First Amendment) will apply only to improvements (or portions of improvements) constructed on the Subject Property, and that no reimbursement will be required thereunder for any improvements (or portions of improvements) which are not located on the Subject Property, regardless of whether such improvements rely on the use of the Subject Property or the improvements thereto for their utility or access.

6. On or before the date which is one hundred eight (180) days after the expiration or sooner termination of this Lease, the Society may provide the City with notice that the City must remove any or all of the improvements to the Subject Property (as specified in such notice). With one hundred eighty (180) days after the City's receipt of such notice, the City shall remove such improvements at the City's sole cost and expense, including removing any refuse or debris created in connection with such removal and filling any pits or depressions left by such removal to create level and stable ground. The City shall use reasonable efforts to avoid any damage to the Society's personal and real property in connection with such removal. The indemnification provisions of Article 9 of the Lease Agreement shall apply with respect to the performance of the foregoing work.

7. Insurance. The City agrees to have and maintain adequate property and liability insurance, each in amounts consistent with those maintained by reasonably prudent municipalities for parks and recreation areas, to cover the Subject Property for the duration of the term of the Lease Agreement.

8. Notice. As used in this First Amendment and incorporated into the Agreement, "notice" shall mean an instrument in writing that is deemed to have been duly served (a) when delivered in person; or (b) if delivered by mail, three (3) business days after being sent via registered or certified mail, when sent to the following address:

If to the City: City Administrator
City of Baraboo
101 South Blvd.
Baraboo, WI 53913

If to the Society: Wisconsin Historical Society
816 State Street
Madison, WI 53706
Attn: Director, Facilities Planning and Management

9. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Authority to Sign. Each Party represents that the individual signing this First Amendment on its behalf has the authority to do so and to legally bind the Party.

11. Lease Agreement Terms. Except as otherwise provided for herein, all of the terms contained in the Lease Agreement, including the indemnification provisions of Article 9 of the Lease Agreement, shall continue in full force and effect.

CITY OF BARABOO_____
, City Administrator_____
Date_____
Brenda Zeman, City Clerk_____
Date

IN WITNESS WHEREOF, the State Historical Society executes this First Amendment to the Lease Agreement on the ____ day of _____, 2020

STATE HISTORICAL SOCIETY

Signature: _____
 Print Name: _____
 Title: _____

Signature: _____
 Print Name: _____
 Title: _____

ACKNOWLEDGMENT

State of Wisconsin
 County of _____

Personally came before me this ____ day of _____, 2020, _____ and _____ to me known to be the person(s) who executed the foregoing instrument and acknowledged to the same.

Notary Signature: _____

My commission expires: _____

Seal

RESOLUTION NO. 2020 -

Dated: December 8, 2020

The City of Baraboo, Wisconsin

Background: This resolution seeks to approve the easement request from Charter Communications for underground cable connections at the west side of the Hockey Pavilion in Pierce Park.

Due to the COVID pandemic and the Parks and Recreation request that private groups using City recreation facilities restrict spectators and large gatherings, the Thunderbird Youth Hockey Association, a group that rents the pavilion for winter youth hockey, has decided to restrict spectators by offering livestream of games to allow spectators to watch over the internet, rather in person. To do so, the Pavilion needs to have cable installed to allow for the livestream feeds.

The location of the proposed underground utilities is between the Pavilion and Parkside Avenue at the back of the building. There is no space or plans for anything in that area in the future, and both the Parks and Recreation Director and City Engineer see no reason to deny the request. All costs would be shared by Charter and the Hockey Association – no fees would be due from the City.

Fiscal Note: ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the easement request by Charter Communications to install underground cable at the west side of Pierce Park between the Hockey Pavilion and Parkside Avenue by approved.

Offered by: Parks and Recreation Comm. **Approved:** _____
Motion: _____
Second: _____ **Attest:** _____

To: Finance Committee/City Council
From: Mike Hardy, Parks, Recreation & Forestry Director
Date: December 8, 2020
Re: Charter Communication easement approval for Pierce Park

The Thunderbird Youth Hockey Association, in an effort to allow parents and others to watch youth hockey in 2020-21 remotely instead of in person (in response to COVID concerns for indoor public gatherings) has requested infrastructure at the Pierce Park Pavilion to allow them to livestream events at the Pavilion during the hockey season. To do so, a cable connection to the building needs to happen.

The connection will require that Charter installs an underground cable along the west side of the building to connect with existing services. Charter is requesting an easement to install the cable.

The Parks, Recreation and Forestry Department has no issues with the request and the easement does not affect any current or future projects. The proposal to restrict spectators and provide remote livestream viewing is preferred by the Commission and Department to continue to follow COVID safety protocols while still allowing parents to watch their kids in sports.

The request was also reviewed by City Engineer Pinion who had no concerns regarding the easement. As shown in the map below, the easement extends along the backside of the hockey pavilion, between the building and Parkside Avenue. There are no future plans for the proposed area.



NBR – 4

RESOLUTION NO. 2020-

Dated: December 8, 2020

The City of Baraboo, Wisconsin

Background:

At the September 7, 2020, Common Council meeting, the Council voted unanimously to adopt the Employee COVID-19 Policy. As part of the Policy and corresponding resolution was language that the Policy would be reviewed again by the Council no later than December 31, 2020. This review is to ensure the Policy is still meeting the needs of the City and to comply with recent case law regarding emergency policies that can affect a person's civil liberties.

Given the increase in COVID-19 cases in Sauk County since the Policy was initially adopted, City staff is recommending the Policy continue as written, with a few minor changes:

- Defining what constitutes as a “close contact” with a person with COVID-19, and now requiring an employee who has had a “close contact” be excluded from work.
- Removal of the requirement to contact the Sauk County Health Department as soon as an employee is sent home under the Policy. Instead, the final decision for determining whether an employee is excluded from will be made by the Department Head or City Administrator, with the requirement to err on the side of caution when making the determination.
- Including a “close contact” flow chart and cleaning guidelines.

It is recommended that this Policy be reviewed again by the Council no later than April 30, 2021.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the City's Employee COVID-19 Policy be amended as provided for in the attached Policy and that the Policy be reviewed again by the Common Council no later than April 30, 2021

Offered by: Finance & Personnel Committee Approved: _____

Motion:

Second:

Attest: _____

CITY OF BARABOO	<div>40 of 62</div> POLICY TITLE: EMPLOYEE COVID-19 POLICY	
TARGET AUDIENCE: City Employees	POLICY SOURCE: Administration Department	POLICY LOCATION: City Website, City Clerk
DATE APPROVED BY COUNCIL: <ul style="list-style-type: none"> September 7, 2020 <i>(to be reviewed by Council no later than 12/31/20)</i> XXXXXX, 2020 <i>(to be reviewed by Council no later than 4/30/21)</i> 	DATE AMENDED BY COUNCIL:	ATTORNEY REVIEW: <ul style="list-style-type: none"> September 6, 2020 December 2, 2020

SECTION 1 - PURPOSE

The City of Baraboo is fully committed to safeguarding the health and safety of all employees. For this reason, all City employees, regardless of position or authority, must comply with the following COVID-19 Policies including:

- Wearing a mask while working (some exceptions may apply)
- Practicing good hygiene
- Maintaining social distancing
- Communicating and holding meetings virtually (by phone or TEAMS) whenever possible
- Complying with mandatory illness and exposure reporting

This Policy also authorizes the creation of **Temporary Paid Leave** of up to three (3) working days for any employee ordered to go home/stay home by a supervisor, Department Head or the City Administrator because of COVID-19 symptoms or possible exposure to COVID-19. Because the pandemic is an evolving and dynamic situation, the City's response may change as we receive more information and understanding of the disease. The risks of the virus causing COVID-19 should be taken very seriously. The City will continue to monitor developments and may update this Policy as needed.

SECTION II - POLICY

1.0 GENERAL POLICIES

- 1.01 Term.** This Policy is effective immediately upon adoption by the Common Council and shall remain in effect until amended, superseded or terminated by the Council or other applicable legislation.
- 1.02 Applicability.** This Policy applies to all City employees, as defined by the City's Employee Personnel and Procedure Handbook, regardless of position or authority.
- 1.03 Amendments.** The City reserves the right to revise, supplement, rescind, or deviate from any of these policies or portions hereof from time-to-time as it deems appropriate. All changes other than minor changes, which are delegated to the City Administrator for revision, require approval by the Common Council.
- 1.04 Severability.** If any provision of this Policy is held invalid under any applicable law, such invalidity shall not affect any other provision of this Policy that can be given effect without the invalid provisions and, to this end, the provisions herein are severable.
- 1.05 Preemption.** If any of the policies contained herein are preempted by a local, state or federal law or order, the local, state or federal law or order shall take precedent.

- 1.06 Confidentiality.** Employees, including supervisors, with knowledge of another employee's symptoms, illness, or exposure to COVID-19 are required to keep the information confidential except as may be required by law.
- 1.07 Zero Tolerance Harassment Policy.** Any employee reasonably suspected of harassing another employee for following any of the required policies contained herein shall be subject to discipline up to and including termination. Allegations of harassment will be investigated and acted on pursuant to the Employee Policy and Procedure Handbook.

2.0 PROTECTIVE MEASURES POLICIES

- 2.01 Compliance Requirement.** Except as otherwise stated below, employees are required to comply with the following protective measures policies while working.
- 2.02 Social Distancing Policy.**
- 2.02.1 Maintain six feet physical distancing from others whenever possible.
 - 2.02.2 Not have any direct person-to-person contact (i.e., no hand shaking, no high fives, no fist bumps).
 - 2.02.3 Limit in-person meetings and use other means of communications such as Microsoft TEAMS, email and the telephone whenever possible.
- 2.03 Face Coverings Policy.**
- 2.03.1 Wear face coverings whenever social distancing may not be possible, including in hallways, restrooms and meeting rooms.¹
 - 2.03.2 Face coverings must cover the nose and mouth. Face coverings with an exhalation valve and plastic face coverings/shields are not permitted.
 - 2.03.3 The City will provide one free reusable facemask to any employee upon request.
 - 2.03.4 Employees are strongly encouraged to wash cloth facemasks daily by hand or machine using detergent. The mask should be fully dry before using. Employees are encouraged to have several facemasks so they can rotate for washing.
 - 2.03.5 Employees are prohibited from wearing facemasks that contain words or imagery that would be in violation of the City's Employee Personnel and Procedure Handbook.
- 2.04 Exceptions to Protective Measures Policies.**
- 2.04.1 During emergencies, and while employees are engaged in the performance of emergency related job duties, employees are not required to strictly adhere to Sections 2.01 or 2.02.
 - 2.04.2 An employee may request ADA accommodations to Sections 2.01 and 2.02 by contacting the City's ADA Coordinator or speaking to their supervisor or Department Head.
 - 2.04.3 A supervisor or Department Head may waive the requirement of some or all of the requirements under Section 2.01 and/or 2.02 if strict compliance would significantly interfere with the employee's job performance.

3.0 PERSONAL HYGIENE POLICIES

- 3.01 Compliance Requirements.** Except in emergencies or when significantly impractical, employees are required to comply with the following personal hygiene policies unless otherwise noted below.
- 3.02 Handwashing.** Employees must wash their hands or use hand sanitizer, at minimum:

¹ Gov. Evers' Emergency Order #1, extended to January 19, 2021 (as of November 20, 2020), requires masks be worn indoors even if social distancing is possible whenever two or more people are in the same enclosed space, with certain exceptions. Until the Emergency Order ends or is terminated, the Emergency Order preempts this Policy in the ways it is more restrictive than this Policy.

- 3.02.1 At the beginning of each work day,
- 3.02.2 Before interacting with other employees or the public where the interaction involves physical contact with the employee or the public,
- 3.02.3 After touching your face covering,
- 3.02.4 After using the restroom,
- 3.02.5 Before and after breaks,
- 3.02.6 After sneezing, coughing or blowing your nose,
- 3.02.7 When hands are visibly soiled, and
- 3.02.8 Prior to leaving work.

3.03 Cough and Sneeze Etiquette. To help stop the spread of germs, employees are required to cover their mouth and nose with a tissue when coughing or sneezing, throw used tissues in the trash, and if an employee does not have a tissue, to cough or sneeze into their elbow (not their hand).

3.04 Cleaning. Employees must:

- 3.04.1 Disinfect their high-touch personal spaces, including, but not limited to, phone, keyboard, mouse and desk, on a daily basis.
- 3.04.2 Disinfect meeting rooms, conference rooms, kitchen areas, etc., after employee uses the room or area (see attached instructions for how to properly disinfect these areas).
- 3.04.3 Request cleaning supplies from their supervisor when they are low.
- 3.04.4 Perform cleaning tasks as assigned.
- 3.04.5 Use proper disinfecting supplies.

4.0 COVID-19 SYMPTOMS AND EXPOSURE POLICY

4.01 Self-Monitoring Requirement. Employees are **required** to self-monitor for symptoms of COVID-19 prior to coming to work and while at work.

4.02 Employee Reporting Requirement. Employees are **required** to report to their supervisor, Department Head or the City Administrator as soon as possible if any of the following occurs:

- 4.02.1 The employee is diagnosed with or tests positive for COVID-19.
- 4.02.2 The employee is advised or ordered to stay home by a health care professional or a Health Department due to COVID-19, with or without a COVID-19 diagnosis.
- 4.02.3 The employee becomes aware of a possible exposure to COVID-19 or learns they had a “close contact” with someone diagnosed with COVID-19. A “close contact” means any of the following:
 - 4.02.3.1 The employee was within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from two days before illness onset (or, for asymptomatic patients, two days prior to test specimen collection) until the time the patient is isolated. The 15 minutes are the total number of individual exposures added together over a 24-hour period (e.g., three five-minute exposures are a total of 15 minutes).
 - 4.02.3.2 The employee had direct physical contact with the person (e.g., hug, kiss, handshake).
 - 4.02.3.3 The employee had contact with the person’s respiratory secretions (e.g., coughed or sneezed on, contact with a dirty tissue, shared a drinking glass, food, towels or other

personal items).

4.02.3.4 The employee lives with the person or stayed overnight for at least one night in a house with the person.

4.02.4 The employee has or develops any of the following symptoms:

- Fever of 100° F or higher
- Unusual cough or sore throat
- Chills
- Unusual body aches/pain
- Shortness of breath
- Chest tightness
- Congestion or runny nose
- Unusual headache
- Severe fatigue or exhaustion
- Loss of sense of smell or taste
- Unusual muscle pain
- Nausea, vomiting, diarrhea

4.03 Symptoms of COVID-19 or Exposure to COVID-19.

4.03.1 If an employee reports having any of the symptoms listed in Section 4.02.4 and/or that the employee might have been exposed to COVID-19, the employee **may** be ordered by their supervisor, Department Head or the City Administrator to go home/stay home.

4.03.2 In an employee reports having a “close contact” with someone with COVID-19, as defined in Section 4.02.3 above, the employee **must** be ordered by their supervisor, Department Head or the City Administrator to go home/stay home.

4.04 When an Employee is Ordered to Go Home/Stay Home:

4.04.1 The final decision on whether to order an employee to go home/stay home from work under this Policy will be made by the Department Head unless the City Administrator disagrees, in which case the final say will be the decision of the City Administrator. **The Department Head and City Administrator shall always err on the side of caution in making the final determination on whether to exclude an employee from work.**

4.04.2 The supervisor/Department Head/City Administrator must immediately inform the City Clerk, who will provide the employee with the Federal Emergency Paid Sick Leave Benefit² application and the FMLA application. The employee’s supervisor/Department Head/City Administrator should also call the Sauk County Health Department to better determine whether the employee should be excluded from work pending a COVID-19 test.

4.04.3 If an employee is ordered to go home/stay home, the employee will be placed on **Temporary Paid Leave** at his/her usual rate of pay for when the employee was ordered to go home-stay home for up to three regular working days unless the employee is able to work remotely, the employee is on scheduled vacation leave, or the employee is on any other kind of leave.

4.04.4 Except when medically unfeasible, if the employee has not returned to work within three (3) days of being ordered to go home/stay home under this Policy, the employee is required to either be tested for COVID-19 or seek medical care from their health care provider.

² NOTE: As of December 2, 2020, this Benefit is scheduled to end on December 31, 2020.

- 4.04.5 Until permitted to return to work and after the three (3) days of Temporary Paid Leave have been used (if applicable), the employee shall make arrangements to work remotely if possible, and may use his/her accrued vacation leave, sick leave, approved Federal Emergency Paid Sick Leave or FMLA, or a combination thereof, in accordance with the City's Employee Handbook and any applicable state and federal laws.
- 4.04.6 The employee ordered to go home/stay home shall not be allowed to return to work until the employee, satisfactory to the City at the sole discretion of the City Administrator or designee:
 - 4.04.6.1 The Department Head/City Administrator and employee agree to modifications of the employee's work schedule and/or work environment which may include, but not be limited to, the employee being required to wear a mask and gloves while working, and/or
 - 4.04.6.2 The employee provides written medical clearance to return to work from a health care provider or the Sauk County Health Department.

5.0 POSITIVE COVID-19 TEST OR MEDICAL ORDER/ADVICE TO STAY HOME

- 5.01 **Mandatory Reporting.** If an employee receives a positive COVID-19 test result, or if an employee receives an order or advice from a health care provider or a Health Department to isolate or self-quarantine, the employee is required to notify their supervisor and City Clerk.
- 5.02 **City and Employee Responsibilities.** If an employee reports testing positive for COVID-19, or if the employee receives an order or advice from a health care provider or a Health Department to isolate or self-quarantine, the employee is **required** to go home/stay home. In this event:
 - 5.02.1 The City Clerk or designee shall provide the employee with the Federal Emergency Paid Sick Leave Benefit application and FMLA application.
 - 5.02.2 Until permitted to return to work or arrangements are made to work remotely, the employee may use his/her accrued vacation leave, sick leave, approved Federal Emergency Paid Sick Leave or FMLA, or a combination thereof, in accordance with the City's Employee Handbook and any applicable state and federal laws.
 - 5.02.3 The employee shall not be allowed to return to work until the employee, satisfactory to the City at the sole discretion of the City Administrator or designee, (a) provides written medical clearance from a health care provider or the City's Health Department to return to work, and this medical clearance is satisfactory to the City, and/or (b) the Department Head/City Administrator and employee all agree to modifications of the employee's work environment, which may include, but not be limited to, the employee being required to wear a mask and gloves while working..

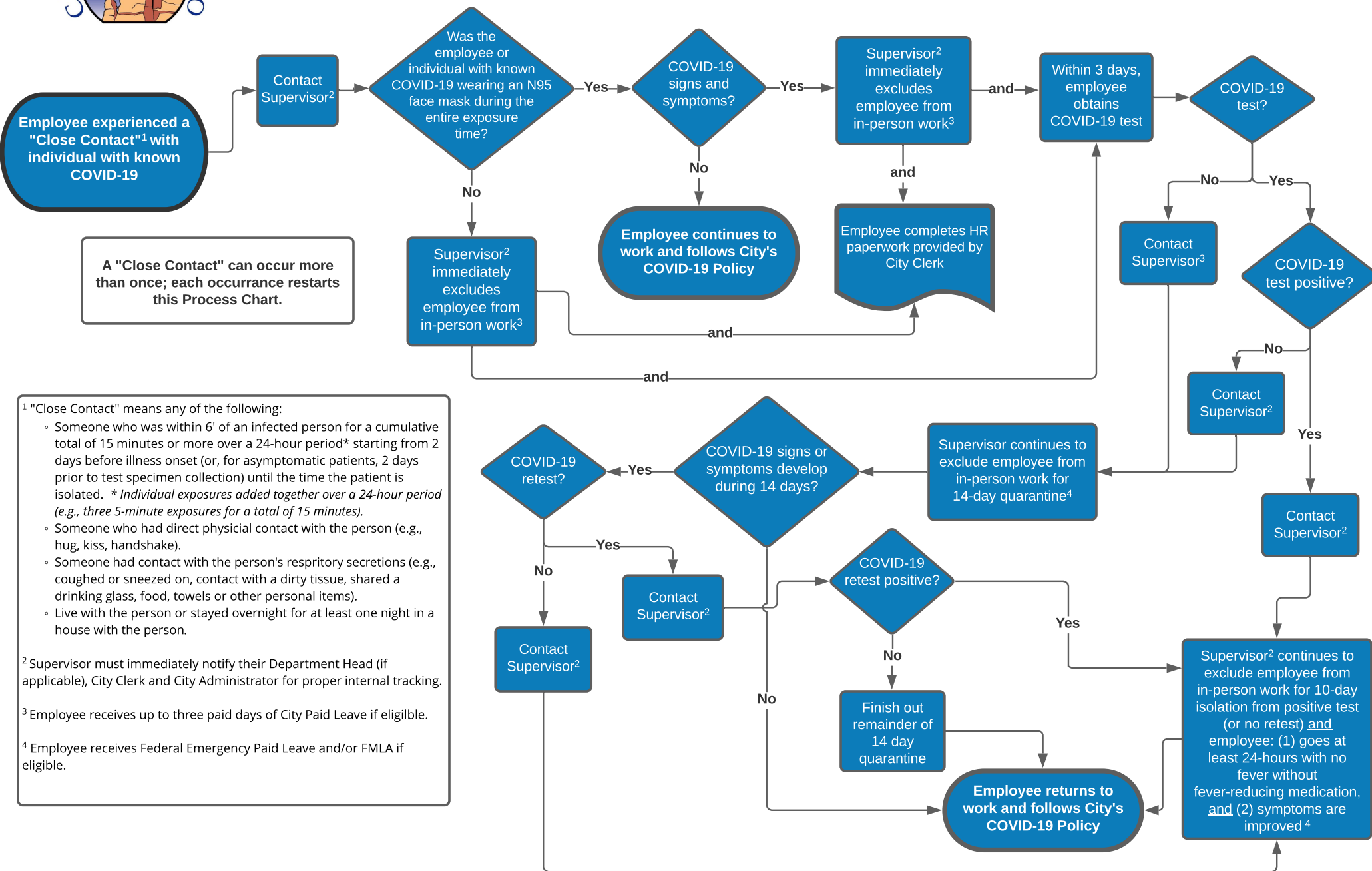
City of Baraboo

MATRIX FOR ILLNESS/EXPOSURE/CHILDCARE

	WHAT MUST THE EMPLOYEE DO/ WHAT HAPPENS NEXT?	WHEN CAN THE EMPLOYEE RETURN TO WORK? (ALWAYS AT THE FINAL SAY OF THE CITY)
If you receive a positive COVID-19 test result	<ul style="list-style-type: none"> • Do not come to work • Inform your supervisor/Department Head/City Administrator immediately <ul style="list-style-type: none"> + If you are unable to work remotely and are not out on scheduled vacation, you may use sick leave, vacation leave, Federal Paid Sick Leave or FMLA while ordered/advised by a health care provider to stay home. 	<ul style="list-style-type: none"> • The Department Head/City Administrator and employee agree to possible modifications of the employee's work environment, satisfactory to the City Administrator or designee, <u>and/or</u> • The employee receives medical clearance from a medical care provider or the City's Health Department to return to work which is satisfactory to the City Administrator or designee.
If you have been advised or ordered to isolate or self-quarantine by a medical care provider but you do not have a positive COVID-19 test result or are waiting for a test result	See "If you receive a positive COVID-19 test result."	See "If you receive a positive COVID-19 test result."
If you have symptoms of COVID-19 or a possible COVID-19 exposure but have not yet seen your doctor or received the results from a COVID-19 test	<ul style="list-style-type: none"> • Inform your supervisor/Department Head/City Administrator immediately • If the City orders you to go home/stay home: <ul style="list-style-type: none"> + You will be placed on temporary paid leave for up to three (3) days unless you can work remotely, have vacation scheduled or are out on another kind of leave or convert to another kind of leave (such as Federal Paid Sick Leave). + You must be tested for COVID-19 or seek medical care within three (3) days of being ordered to go home/stay home unless you are cleared by the City to return to work. 	<ul style="list-style-type: none"> • Provide a negative COVID-19 test result which is satisfactory to the City Administrator or designee (unless you have been ordered or advised to stay home by a medical care provider, in which case only the next two apply), <u>and/or</u> • The Department Head/City Administrator and employee agree to possible modifications of the employee's work environment, satisfactory to the City Administrator or designee, <u>and/or</u> • The employee receives medical clearance from a medical care provider or the City's Health Department to return to work, which is satisfactory to the City Administrator or designee.
If you are caring for someone who has been diagnosed with COVID-19 or if you are caring for someone who is waiting for medical care and has symptoms of COVID-19 & you do not have any symptoms and have had no exposure (you have taken safety precautions when caring for the person)	<ul style="list-style-type: none"> • Speak to your supervisor or Brenda Zeman (City Clerk) <ul style="list-style-type: none"> + You may be eligible for Federal Paid Sick Leave or FMLA while caring for the person. 	<ul style="list-style-type: none"> • If you have no symptoms and have not had an exposure (you have taken all recommended safety precautions while caring for the person) there are no restrictions on your returning to work.
You have to stay home to provide childcare to your child because his/her childcare or school is closed or unavailable due to COVID-19	<ul style="list-style-type: none"> • Speak to your supervisor or Brenda Zeman (City Clerk). <ul style="list-style-type: none"> + You may be eligible for Federal Paid Sick Leave or extended-FMLA. 	



EMPLOYEE CLOSE CONTACT WITH INDIVIDUAL WITH KNOWN COVID-19 Process Map



Cleaning and Disinfecting after a confirmed COVID-19 case



It is important to clean and disinfect spaces in order to avoid further spread of Coronavirus (COVID-19). This document can help guide you on what areas to disinfect, what disinfecting products to use, how to disinfect, what protective equipment to wear, and who should disinfect the contaminated areas. The cleaning procedures in this document should reduce any health hazard risk.

What to Clean:

- **Clean and disinfect high-touch surfaces.** Focus on bathrooms, common areas, and areas where the person with COVID-19 was for extended periods of time. Concentrate on high touch surfaces such as tables, hard-backed chairs, doorknobs, light switches, handles, desks, toilets, and sinks.
- **Wear disposable gloves when cleaning and disinfecting surfaces.** All gloves should be thrown away after each cleaning/disinfection and should not be used for other purposes. Gloves should be changed if torn.
- **Clean hands immediately** after gloves are removed and thrown away.



How to Clean and Disinfect:

If surfaces are dirty, clean surfaces using a detergent or soap and water before disinfection.

HARD SURFACES

- For disinfection, clean surfaces using diluted household bleach solutions, alcohol solutions with at least 70% alcohol, or most common EPA-registered household disinfectants.
- Use diluted household bleach solutions. Follow manufacturer's instructions for application and proper ventilation.
- Make sure the product is not expired.
- Never mix household bleach with ammonia or any other cleanser.

SOFT (POROUS) SURFACES

- Remove visible contamination if present and clean with appropriate cleaners indicated for use on soft surfaces.
- Launder items following the manufacturer's instructions.
- If possible, launder items using the warmest water setting for the items and dry items completely.
- If you cannot launder items, use EPA-registered products for emerging viral pathogens that work for soft surfaces.

What Products to Use:

- Household bleach will be effective against COVID-19 when properly diluted.

PREPARE A BLEACH SOLUTION BY MIXING:

- 5 tablespoons (1/3rd cup) bleach per gallon of water or 4 teaspoons bleach per quart of water
- Do **NOT** use expired household bleach
- Wipe bleach solution onto the surface and allow the surface to air-dry
- Other EPA-registered household disinfectant products are expected to be effective against COVID-19. **Follow the manufacturer's instructions** for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).



LOOKING FOR MORE INFORMATION?

Visit the [CDC environmental cleaning and disinfection website](https://www.cdc.gov/eid/content/ncid/dhqp/id/cleaning_and_disinfection.htm) for updated information.



The City of Baraboo, Wisconsin

Background: Interim City Administrator Ed Geick presented an outline of the City Attorney recruitment process at the November 24th Council meeting as follows:

Steps	Time Required
1. Review job description and wages, update them and have it approved by City Council (City Administrator)	December 2020 – January 2021
2. Create job ad and publish with League, WCMA and Wisconsin Attorneys.	December 2020 – January 2021. Allow 3-4 weeks for applications
3. Create a recruitment committee	January-February 2021
4. Recruitment Committee reviews applicants, narrow the list down to approximately five for doing personal interviews. Preliminary personal interviews would be done remotely on TEAMS or Zoom.	February 2021
5. Select two or three finalists for personal interviews at City. The Recruitment Committee would make a recommendation to the City Council.	February – March 2021

The City Administrator would be authorized to negotiate wages and benefits with the final applicant and their name would be presented for appointment at a future meeting. This resolution authorizes the the City Administrator to begin the recruitment process and approves of the job description for the City Attorney.

Note: (✓one) [] **Not Required** [✓] **Budgeted Expenditure** [] **Not Budgeted**
Comments:

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

To authorize the City Administrator to advertise for the position of City Attorney, approve of the job description for the position and to proceed with the recruitment as outlined in this resolution.

To authorize the City Administrator to obtain temporary general legal and prosecutor services during this recruitment process.

Offered by: Finance/Personnel Comt.
Motion:
Second:

Approved: _____
Attest _____

CITY OF BARABOO Position Description

Class / Title:	City Attorney	
Grade:	1746 – Contract Employee	Created/Updated: April, 2012 and 2017, 2021
Department:	Administration	
Reports to:	Mayor and Council	

General Purpose: The City Attorney shall conduct all the law business in which the City is interested, except the Common Council may employ and compensate special counsel to assist or take charge of any matter in which the City is interested.

Supervision:

Received: Appointed by the Mayor and the Common Council. Reports to the Mayor and Common Council for overall direction. The nature of the work requires that an employee in this class establish and maintain close cooperative working relationships with the City Administrator, Mayor, members of the Common Council, supervisory personnel in all City Departments and Divisions, representatives of the court system, opposing counsel, and the general public.

Exercised: Has shared authority to direct and evaluate activities and schedules of Executive Assistant staff in the Administration Department and, to some degree, the Secretary in the Engineering/Building Inspection/Public Works/Assessor Departments. From time to time, the City Attorney may utilize personnel in other departments on special projects. This position may recommend disciplinary action or the hiring and firing of such office staff to the Mayor and Common Council.

Essential Duties and Responsibilities: The following duties are normal for this position. These duties are not to be construed as exclusive or all-inclusive. Other duties may be required or assigned by the Mayor or Common Council.

1. Act as legal advisor to the Mayor, the Common Council, and all duly constituted City Committees, Commissions, Boards, and other City government groups or organizations, and act as legal advisor to City Officers, City Officials, and City staff on City legal matters.
2. Report to the Mayor and Common Council and work closely and cooperatively with the City Administrator.
3. Act as legal advisor for the Utility Department and Utility Commission, and the Baraboo Community Development Authority.
4. Undertake legal research and prepare and render written and verbal legal opinions when requested to do so by the Mayor, City Officers, and Common Council.
5. Review City contracts, bonds, insurance policies, and other legal documents involving the City and render legal advice thereon.
6. Draft and review resolutions, ordinances, leases, affidavits, notices, purchase and sale agreements, contracts, releases, deeds, closing statements, Council communications, agendas, background/historical information on business issues, and other legal documents as necessary.
7. Responsible for, with staff assistance, maintaining the revisions to the Municipal Code of Baraboo, with supplements to be prepared for insertion in the Codebook at least annually.
8. Attend all Common Council meetings and act as parliamentarian. Attend meetings of City committees, commissions, and boards when requested to do so by the Mayor or committee chairperson. Assist in

Updated by Voorhees Associates: April, 2012

the preparation of the meeting agenda as needed.

City Attorney Position Description

Page 2 of 4

9. Perform necessary legal work in connection with the acquisition, sale, or disposal of City property.
10. Except where special counsel is retained, assist and work closely with the City Administrator, Mayor, and Common Council in legal matters involving employment and labor relations, including participation in negotiations, arbitrations, mediations, grievances, and fact-finding hearings, and other personnel matters and defending or representing the City in connection with discrimination or employment-related claims.
11. Prosecute and handle trial work for traffic and ordinance code violations, including any appellate work arising therefrom.
12. Except where special counsel is retained, at the direction of the Common Council, defend and handle trial, administrative, and appellate work of the City, its elected and appointed officials, commissions, and boards in all claims, disputes, and litigation or administrative proceedings arising out of City-related matters.
13. Except where special counsel is retained, at the direction of the Common Council, prosecute and handle trial, administrative, and appellate work in connection with all legal claims of the City against third parties.
14. Attend and advise the Board of Review at all hearings as requested by the Board and examine the tax and assessment rolls and other tax proceedings and advise the proper City Officers in regard thereto, and handle any trial or appellate work arising from a Board of Review proceeding.
15. Advise and represent the Police and Fire Commission in connection with any disciplinary matters involving personnel under the jurisdiction of the commission and representation of the commission in any trial, administrative, or appellate work arising out of commission business.
16. Maintain competency in municipal and other relevant areas of the law by attending seminars and continuing legal education courses and keep current on relevant areas of the law by maintaining an adequate library of law reports, periodicals, and municipal law-related materials, and by reading the current court decisions, legal periodicals, and by participating in municipal law organizations.
17. Assist the Mayor and City Administrator as necessary in management of outside retained counsel.
18. Assist and work with the Mayor, City Administrator, and City staff in connection with land use planning, new developments, projects and related planning, building, and zoning issues relevant to the City. Work with appropriate personnel to update the City's Zoning Code and Subdivision Code to keep in step with expected land developments as the City grows.
19. Prepare and recommend the annual City Attorney Department Budget. Implement and monitor expenditures of that budget throughout the year.
20. Assist the City Administrator as requested in analysis of new and existing programs and systems for legal implications and potential problems.
21. Assist and work with the City Administrator and other City Officers and staff in risk management; assist in the development of forms and procedures in risk management; participate in providing education and training for City staff in risk management and related procedures.
22. Be responsible, with staff assistance, to supervise and oversee the investigation of accidents or occurrences that might involve a potential claim against the City. ~~Be responsible for the investigation of accidents or occurrences that might involve a potential claim against the City.~~ Process all claims filed against the City pursuant to §893.80, Wis. Stats., in accordance with the City's Claim Policy
23. Be a part of the City staff team who make up the Development Workgroup. This group interplays with and advises developers by preparing them for what will be required to bring their projects to completion.

Peripheral Duties:

1. Assist the City Treasurer as necessary in the collection of City personal property taxes and the collection of amounts due the City.
2. Serve on law-related committees sponsored by the Wisconsin Bar Association, the League of Wisconsin Municipalities, the Wisconsin Supreme Court, or the Wisconsin Alliance of Cities, as needed.
3. Defend the City in any lawsuit that might be brought against it.

~~City Attorney Position Description~~
~~Page 3 of 4~~

4. Address all legal issues involved in the handling of the acquisition of property (for example, river-front property for the Riverwalk), annexations, Brownfield condemnations, establishment of and releases of Irrevocable Letters of Credit, and involvement as required on the State of Wisconsin Smart Growth Initiative.
5. Address, on a daily basis, phone calls and visits with inquiries from citizens, staff, and Alderpersons.
6. **Perform additional tasks as required or requested.**

Desired Minimum Qualifications:

1. Must be an Attorney in good standing with the Wisconsin State Bar Association.
2. ~~The City Attorney will maintain residency within the City of Baraboo.~~
- 3.2. **Must be able to communicate effectively and establish effective working relationships with staff, other departments, elected officials, and the general public.**
- 4.3. **Must be able to draft contracts, legal opinions, and other legal documents.**
- 5.4. **Must have human resource or labor relations, ~~trial experience~~, and land development experience.**

Education and Experience:

1. Graduation from a college or university of recognized standing with a Juris Doctor Degree required.
2. Between ~~five~~**seven** and ten years of experience in the practice of law, preferably including considerable municipal law experience as an attorney with a City government in the State of Wisconsin.

Certification and Licenses: Must be licensed as an attorney by the State of Wisconsin.

Tools and Equipment Used: Telephone, personal computer (using Microsoft Office Suite), Westlaw, copy machine, fax machine, laser printer, cassette dictation equipment, and 10-key calculator.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit, talk, and hear. The employee is further required to walk; use hands to finger; handle or operate objects, tools, or controls; reach with hands and arms; bend and stoop, and lift boxes of files. Therefore, required essential physical abilities would include:

1. Clarity of speech and hearing which permits the employee to communicate well with others and to make effective presentations in a court of law;

Updated by Voorhees Associates: April, 2012

2. Sufficient vision, with or without correction, which permits the employee to produce and review a wide variety of written materials;
3. Sufficient manual dexterity which permits the employee to operate a computer keyboard and to make handwritten notations and to transport legal files and reference materials from time to time;
4. Sufficient personal mobility which permits the employee to visit other city, county, state, and private-sector offices and work locations, and courthouses;
5. Ability to pass employment physicals including drug testing.

~~City Attorney Position Description~~
~~Page 4 of 4~~

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is moderate, however, due to many visitors and meetings held in the vicinity of counsel's office, noise level can at times peak.

Selection Guidelines: Formal application, rating of education and experience, oral interview, reference check, and job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City of Baraboo is an Equal Employment Opportunity employer.

Memo City Administrator



To: Mayor and City Council
From: Ed Geick
Subject: Ordinance To Amend Municipal Code for Police & Fire
Commission
Date: December 3, 2020
CC: Department Heads


Attached are two legal opinions, one from City Attorney Emily Truman and a second legal opinion the City received from Gregg Gunta on behalf of our insurance carrier CVMIC.

The opinion from Mr. Gunta stems from questions I raised with CVMIC representative Jean Cole on handling a couple of personnel matters. Attorney Gunta is recognized statewide for his expertise on Police & Fire Commissions and often does training for CVMIC members in that area.

In short, both opinions state the same thing, our Police and Fire Commission is not properly established according to state statute and the Municipal Code should be changed to bring into conformance. Some PFC members disagree with this position. Attorney Steve Zach of the Boardman firm agrees with these two written opinions as well.

My concern for the Commission not being in conformance with statute is that future decisions they make could be called into question.

I would request a waiver of two readings of the ordinance in order to bring the Commission into compliance before filing for the spring election.


Edward A. Geick
Interim City Administrator

OFFICE OF THE CITY ATTORNEY

Legal Opinion

To: Mayor Mike Palm
City Administrator Ed Geick

From: City Attorney Emily Truman

RE: Elected vs. Appointed Police and Fire PFC

Date: August 27, 2019

Question Presented:

Whether the City of Baraboo's current practice of electing Commissioners to the Police and Fire Commission ("PFC"), rather than by mayoral appointment as required by § 62.13(1), Wis. Stats., is lawful.

Short Answer:

Although the City's practice of electing PFC Commissioners may once have been lawful, the practice is now preempted by State law and PFC Commissioners should be appointed by the Mayor pursuant to § 62.13(1), Wis. Stats.

Discussion:

The City has a long and proud history of having a PFC made up of elected Commissioners. Baraboo is unique in this respect, being the only municipality in Wisconsin that elects its Commissioners. A recent legal review of the City's practice, however, points to the City's preference for having elected rather than appointed Commissioners as no longer permitted under the State law.

For background, on April 1, 1932, the Wisconsin Attorney General ("AG") responded to a request from the Baraboo City Clerk regarding whether the City could continue to hold elections for PFC Commissioners rather than them being appointed by the Mayor, as required by § 62.13(1), Wis. Stats. The AG's conclusion was that the City could indeed continue to hold elections for Commissioners, despite the State law reading, "The mayor shall annually... appoint in writing to be filed with the secretary of the board, one member for a term of 5 years." Notably, this language remains to this day.

The decision of the AG in 1932 has been used by the City to justify electing, instead of appointing, the Commissioners ever since. The language of the AG's opinion is summarized in

the Baraboo Municipal Code (“Code”) as an “explanatory note” at the beginning of Chapter 4, Police Department, and reads:

Explanatory note in regard to the Board of Police and Fire Commissioners. In 1932 a petition was filed with the City Clerk signed by more than 30% of the electors of the City of Baraboo, requesting that an election be held for the members of the Board of Police and Fire Commissioners, it being the intention of the petitioners to change the method of choosing the commissioners from appointive to elective as provided in §62.09(3)(b)4 of the Wisconsin Statutes for 1931. That section then provided "in cities of the fourth class, upon petition therefore by 30% of the electors filed with the clerk not less than 15 days before any regular city election, any such officer shall be elected by the people at the succeeding election and thereafter." In his written opinion, dated April 1, 1932, the Wisconsin Attorney General ruled that the choosing of members of the Police and Fire Commission could be made elective under this procedure regardless of the language contained in §62.13(1) of the Wisconsin Statutes, which apparently provides for their appointment. This opinion may be found in Volume 21 of Opinions of Attorney General at page 350. As a result of this ruling, the members of the Board of Police and Fire Commissioners have ever since 1932 been elected by the people.¹

Section 1.19(3) of the Code², also confirms the election process of Commissioners to the PFC for the City:

ELECTION PROCEDURES. Elections to fill unexpired terms to the Police and Fire Commission shall be held simultaneously with elections for regular terms. The regular terms shall be filled by the appropriate number of candidates receiving the highest number of votes and the expired terms shall be filled by the appropriate number of candidates receiving the next highest number of votes. (Charter Ordinance adopted 01/30/1989).

Conflicting both § 1.19(3) of the Code and the Explanatory Note at the beginning of Ch. 4 of the Code is § 1.02(5) of the Code, which reads: “There shall be five Police and Fire Commissioners; one elected each year for a term of five years. (Note: See 21 OAG 350, dated April 1, 1932 and § 62.09(3)(b)4, 1931 Wis. Stats.)”

¹ It is unclear who the author of the explanatory note was and when it was placed as a heading to Chapter 4.

² Although the language indicates this is a Charter Ordinance, I was unable to verify that the procedures required for the adoption of the ordinance as a charter ordinance took place.

Although the conflict in the Code raises questions about the true intended practice the City wanted to follow, the ultimate authority for determining the legality of having PFC Commissioners be elected versus appointed remains at the State level.

Turning to the AG opinion issued in 1932, the opinion rested on three legal conclusions:

1. That the language of §§ 62.13(1), 1931 Wis. Stats., and 62.09(1)(a), 1931 Wis. Stats., should both be interpreted to mean that the requirement to appoint PFC Commissioners is not in fact required for all cities,
2. That § 62.04, 1931 Wis. Stats., allowed for the liberal construction in favor of cities regarding §§ 62.09, 1931 Wis. Stats and 62.13, 1931 Wis. Stats., and
3. That § 62.09(3)(b)3, 1931 Wis. Stats., gave the authority to the City of Baraboo to continue to have the Commissioners be elected based upon a petition filed by thirty percent of the electors back in 1932.

Part of the reasoning used by the AG in 1932 was that then applicable State law, located a no longer existing §62.09(3)(b)3, Wis. Stats., stated: “In cities of the fourth class, upon petition therefor by thirty per cent of the electors filed with the clerk not less than fifteen days before any regular city election, any such other officer shall be elected by the people at the succeeding election and thereafter.” Based on that language, coupled with the fact that the City at the time was a fourth class city³ and that the City was then undertaking a petition for 30% of the electors filing the appropriate petition, the AG concluded: “This... provision would seem to distinctly provide that the members of the board of police and fire commissioners can be made elective.”

Importantly, as illustrated in the above paragraph, since the AG opinion was released things have changed.

For example, § 62.09(3)(b), Wis. Stats., now reads: “(b) The other officers [of the City] **except as provided in s. 62.13** shall be selected by one of the following methods...”⁴ This new language specifically precludes the ability of a municipality to differentiate from the statutorily required mayoral appointment of Commissioners pursuant to § 62.13, Wis. Stats., rendering the AG’s conclusion in 1932 no longer applicable.

Similarly, §62.04, Wis. Stats., relied upon by the AG in 1932, appeared to give broader home rule authority to municipalities than they have now. The Statute now reads:

³ Baraboo is now a third class city.

⁴ Language differing from the 1931 statutory language is emphasized in bold and underline.

It is declared to be the intention of the revision of the city charter law, to grant all the privileges, rights and powers, to cities which they heretofore had unless the contrary is patent from the revision. For the purpose of giving to cities the largest measure of self-government compatible with the constitution and general law, it is hereby declared that ss. 62.01 to 62.26 shall be liberally construed in favor of the rights, powers and privileges of cities to promote the general welfare, peace, good order and prosperity of such cities and the inhabitants thereof.

As recent case law in Wisconsin has shown, the home rule powers available to municipalities, and relied upon by the AG in the 1932 opinion, “have been significantly eroded in recent years by court decision interpreting the scope of municipal home rule powers and by the legislature.”⁵ For better or worse, this pro-municipality catchall available to municipalities to differentiate from some State laws no longer carries the weight it once did.

Ultimately, given the clear statutory language as it exists today, the City’s continuing practice of electing Commissioners rather than appointing Commissioners is preempted by State law.

Conclusion:

Should the City continue with its practice of electing Commissioners, the City is opening itself up to potential future litigation. It is therefore recommended that the Baraboo Municipal Code be amended throughout to be compliant with § 62.13(1), Wis. Stats., and for the City follow the appointment procedures provided for therein.

⁵ Claire Silverman, Municipal Home Rule in Wisconsin, Municipality Magazine (pages 16-19), June 2016.

GUNTA LAW OFFICES, S.C.
ATTORNEYS AT LAW

November 24, 2020

via email: egeick@cityofbaraboo.com

Edward Geick
Interim City Administrator
City of Baraboo, WI

Re: Elected v. Appointed PFC Commissioners

Dear Interim Administrator Geick,

You have requested of CVMIC a review of whether the Baraboo Police and Fire Commission is legally constructed since its members are elected and not appointed by the Mayor as required under Wis. Stat. Sec. 62.13(1).

You have also provided us with an April 1, 1932 Opinion of the Wisconsin Attorney General and an August 27, 2019 Opinion of City Attorney Emily Truman, both of which discuss the election of PFC members versus the statutory appointment of the PFC members under Wisconsin Statutory Law.

We completely agree with the August 27, 2019 Opinion of Attorney Truman. Election of Baraboo Police and Fire Commissioners is contrary to current State law and presents the high probability that any actions taken by the elected commission member are voidable based upon the illegal election method of filling commission vacancies.

We Strongly recommend that the practice of electing commissioners be stopped and the appointment procedures of Wis. Stat. Sec. 62.13(1) be immediately implemented.

If you have any other further questions regarding this matter, feel free to contact me at gjg@guntalaw.com.

Very truly yours,

GUNTA LAW OFFICES, S.C.



Gregg J. Gunta

GJG/kaf

cc: Emily Truman
Allison DeFrance
Jean Cole,

Attorneys
Gregg J. Gunta, Esq.
John A. Wolfgang, Esq. *
*Partner
Ann C. Wirth, Esq.
Jasmyne M. Baynard, Esq.
Tom Armstrong, Esq. **
**Of Counsel

Paralegals
Kerry Fredericks
Kimberly Griffith
Tammy Murphy

NBO - 2

The City of Baraboo, Wisconsin

Background: The City's insurance carrier, CVMIC, was asked to opine as to whether the Baraboo Police and Fire Commission ("PFC") is legally constructed as its members are elected rather than appointed as required under State law. The attorney reviewing the matter on behalf of the City and CVMIC, Gregg Gunta of Gunta Law Offices, S.C., has concluded that the City's method of electing Commissioners to the PFC is contrary to State law and should be changed immediately. This opinion is also in agreement with an opinion drafted by former City Attorney Truman.

Some of the confusion regarding whether the City's PFC Commissioners could be elected instead of appointed stems from a 1932 Attorney General Opinion ("AG Opinion") which stated that the Commissioners could remain elected despite the then existing State law. The AG Opinion has been relied upon by the City over the years despite changes to the State law and case law, which have resulted in the AG Opinion no longer being current and thus one the City cannot rely upon.

In order to be fully compliant with the State law, it is recommended that the Baraboo Municipal Code be amended to reflect the City's compliance with §62.13(1), Wis. Stats., which states:

- (1) Commissioners. ... [E]ach city shall have a board of police and fire commissioners consisting of 5 citizens, 3 of whom shall constitute a quorum. The mayor shall annually, between the last Monday of April and the first Monday of May, appoint in writing to be filed with the secretary of the board, one member for a term of 5 years. No appointment shall be made which will result in more than 3 members of the board belonging to the same political party. The board shall keep a record of its proceedings.

It is further recommended that upon the passage of this Ordinance, the Mayor appoints the current PFC members to the Commission as provided for by §62.13(1), Wis. Stats., for the term they have left – this will allow a staggered appointment in the future, enabling the City to be fully compliant with the State law.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Baraboo Municipal Code Section 1.02(5), POLICE AND FIRE COMMISSIONERS, is hereby amended as follows:

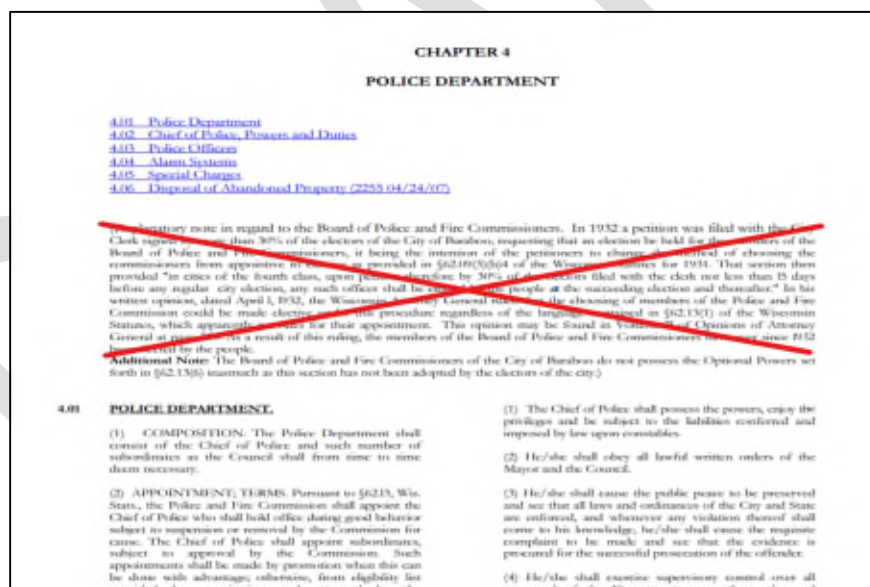
- (5) There shall be five Police and Fire Commissioners; **each appointed by the Mayor** ~~one elected year~~ for a term of five years **as provided for by §62.13(1), Wis. Stats. (xxxx xx/xx/xx)** ~~(Note: See 21 OAG 350, dated April 1, 1932 and §62.09(3)(b)4, 1931 Wis. Stats.)~~

2. Baraboo Municipal Code Section 1.19, POLICE AND FIRE COMMISSION, is hereby amended as follows:

1.19 POLICE AND FIRE COMMISSION. (1528 01/24/89, xxxx xx/xx/xx)

- (1) MEMBERSHIP. The Police and Fire Commission shall consist of five ~~appointed~~ ~~elected~~ citizens, as provided for by § 62.13, Wis. Stats. (See § 1.02(5).)
- (2) POWERS AND DUTIES. The Commission shall have the powers and duties prescribed in §62.13, Wis. Stats., except sub.(6) thereof. In addition, the Commission shall be authorized to interview, select and appoint persons hired to fill non-sworn support staff positions of the Police Department and Fire Department, provided, however, that the position has been authorized and approved by the Common Council and the Common Council reserves the power to establish the salary and benefits for each such position. (1834 10/24/95)
- (3) ~~ELECTION PROCEDURES. Elections to fill unexpired terms to the Police and Fire Commission shall be held simultaneously with elections for regular terms. The regular terms shall be filled by the appropriate number of candidates receiving the highest number of votes and the unexpired terms shall be filled by the appropriate number of candidates receiving the next highest number of votes. (Charter Ordinance adopted 01/30/89)~~

3. Baraboo Municipal Code Chapter 4, POLICE DEPARTMENT, is hereby amended as follows: The first explanatory note at the top of the Chapter is struck in its entirety, as illustrated below:



I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20__, and is recorded on page ____ of volume ____.

City Clerk: _____

RESOLUTION NO. 2020 -

Dated: December 8, 2020

The City of Baraboo, Wisconsin

Background: The State Statutes requires that all municipalities over 5000 in population have a qualified weights and measures program ensuring that customers are receiving the correct weight or volume of items they are purchasing. Gas pumps and scales that weigh bulk items for sale to potential customers are examples of equipment tested. Baraboo has contracted with the State of Wisconsin to perform necessary tests for area businesses. Each business selling products by weight or volume is required to license measuring devices and pay their appropriate share of the inspection costs. The City endorsed this program in fairness to all taxpayers, reasoning that inspection fees are a cost of doing business and are more properly recovered as a consumer cost.

Assessments are calculated based upon the cost of providing inspections and divided among all businesses shown on the State's census report for Baraboo. Because last year's assessments were based off the old contract amount with the State, a credit is being issued this year for the over charge. Notices were mailed to all affected businesses informing them of their preliminary assessment and likelihood of Council action as required by City Code.

Fiscal Note: (Check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Weights and Measures Assessments for 2020 are hereby approved and that the City Clerk shall notify affected businesses of their final assessment as provided in the City Code.

Offered by: Finance/Personnel
Motion:
Second:

Approved: _____
Attest: _____

Lic. #	Parcel#	Name	Store Location	Billing Name	Billing Address	Billing City	Billing State/Zip	Scanning Test	Package Test	Assessment	Inspected	LMD	Truck Meter	Vehicle Scale	<100'Scale	> 100' Scale	Timers	Other	Assmt	2nd Inspection	Assmt	License Fee	2020 Invoice	2019 Overpayment/ Refund	Total Invoice		
44	206-1068-00000	Amerigas	607 South Blvd	Amerigas Propane Lp	607 South Boulevard	Baraboo	WI 53913			0.00	Y	1	3		2				\$181.66		0.00		181.66	(31.04)	150.62		
	206-1080-00000	Baraboo Custom Lube & Wash	815 South Blvd	Baraboo Custom Lube & Wash	Po Box 586	Portage	WI 53901			0.00								1	\$7.08		0.00	\$30.00	37.08	(1.26)	35.82		
	206-1483-00000	Bekah Kate's	117 Third Street	Bekah Kate's	117 Third Street	Baraboo	WI, 53913			0.00	Y				1				\$16.52		0.00	\$30.00	46.52	(2.94)	43.58		
PD-No A	206-1152-20000	Blain's Farm and Fleet	1100 South Blvd	Farm & Fleet Of Baraboo	1100 South Boulevard	Baraboo	WI 53913	2.5	4	153.35	Y				3				\$49.55	3	70.78		273.67	(44.47)	229.20		
PD-No A	206-1080-04000	Casey's General Store #1904	801 South Blvd	Casey'S Marketing Company	Po Box 3001	Ankeny	IA 50021			0.00	Y	12							\$84.93		0.00		84.93	(15.10)	69.83		
53	206-1334-00000	Coachlite Quick Wash	715/717 Broadway	Jordan Robert	715 Broadway Street	Baraboo	WI 53913			0.00							24		\$169.87		0.00		169.87	(30.19)	139.68		
47	206-9072-13150	Coffee Bean Connection	701 Oak Street	Coffee Bean Connection	701 Oak Street	Baraboo	WI 53913			0.00	Y				2				\$33.03		0.00		33.03	(5.88)	27.15		
	206-0974-00000	EM-J's Creature Comforts, LLC (The Pet S#REF!		EM-J's Creature Comforts, LLC	S2634 County Rd BD	Baraboo	WI 53913			0.00									\$0.00		0.00		0.00	(2.94)	(2.94)		
	206-0986-00000	Get N Go	325 South Blvd	Get N Go Llc	325 South Blvd	Baraboo	WI 53913			0.00		26							\$184.02		0.00	\$30.00	214.02	(36.90)	177.12		
51	206-1484-00000	Healthy Habits LLC (The Grainery)	127 3Rd St	Peach Blossom Llc	127 3Rd St	Baraboo	WI 53913			0.00	Y				3				\$49.55		0.00		49.55	(8.81)	40.74		
	206-0986-00000	J & D Coin Laundry	325 South Blvd	Get N Go Llc	325 South Blvd	Baraboo	WI 53913			0.00							26		\$184.03		0.00	\$30.00	214.03	(32.71)	181.32		
	206-1608-00000	Jeweler's Edge	416 Oak St.	Safay Llc	W9732 Payton Dr.	Pardeeville	WI 53954			0.00					1				\$16.52		0.00	\$30.00	46.52	(2.94)	43.58		
43	206-0476-00000	Kwik Trip #657	604 8Th St	Convenience Store Invst	Po Box 2107	LaCrosse	WI 54602			0.00		24			2				\$202.89		0.00		202.89	(40.26)	162.63		
42	206-1152-51200	Kwik Trip #855	1330 South Blvd	Convenience Store Invst	Po Box 2107	LaCrosse	WI 54602			0.00	Y	82			2			4	\$641.71	1	23.59		665.31	(128.32)	536.99		
50	206-2703-00000	Las Milpas LLC	603 8th Ave.	Las Milpas Llc	603 8th Ave.	Baraboo	WI 53913			0.00	Y				2				\$33.03		0.00		33.03	(5.88)	27.15		
	206-1152-70000	Mailboxes Pack N' Ship	830 State Road 136, S	S Mailboxes Pack N' Ship	830 State Road 136, Ste 1	Baraboo	WI 53913			0.00	Y				1	1			\$33.03		0.00	\$30.00	63.03	0.00	63.03		
48	206-0678-00000	Meat Market, The	700 Lincoln Ave	Msv Real Estate Llc	700 Lincoln Ave	Baraboo	WI 53913			0.00	Y				4	2			\$99.09	1	23.59		122.68	(11.75)	110.93		
41	206-2552-26000	Menards	1040 Us Hwy 136	Menard Inc	5101 Menard Dr.	Eau Claire	WI 54703	2.5	1	82.57	Y				12				\$198.18	1	23.59		304.34	(45.74)	258.60		
	206-0313-00000	Pierce's Express Market	935 8Th St	Pierce's Express Market	935 8th Street	Baraboo	WI 53913		3	70.78	Y	48			13		3	10	\$646.44	3	70.78	\$30.00	817.99	(141.77)	676.22		
52	206-1152-70000	Sophie's Fine Jewelry	830 US Hwy 12, Suite	Sophie's Fine Jewelry	830 US Hwy 136, Suite 3	Baraboo	WI 53913			0.00					1				\$16.52		0.00		16.52	(2.94)	13.58		
	206-0462-00000	BP Operators LLC	818 8Th St, #C	BP Operators LLC	935 8th Street	Baraboo	WI 53913			0.00					1				\$16.52		0.00	\$30.00	46.52	(2.94)	43.58		
	206-1152-01010	Turner Oil & West Side Car Wash	413 Us Hwy 136	Turner, John S	Po Box 185	Baraboo	WI 53913			0.00		30					2		\$226.49		0.00	\$30.00	256.49	(48.65)	207.84		
46	206-1459-00000	United Co-op	520 Ash St	United Cooperative Ccp	N7160 Raceway Rd	Beaver Dam	WI 53916			0.00	Y	16							\$113.24		0.00		113.24	(24.32)	88.92		
40	206-3426-21000	Wal-Mart Supercenter #1396	920 Us Hwy 136	Wal-Mart - Weights & Measures	702 Sw 8Th St.	Bentonville	AR 72716			0.00	Y				41				\$677.12		0.00		677.12	(117.48)	559.64		
										0.00																	
	206-1152-40000	Autozone Stores, Inc.	875 US Hwy 12	Autozone Stores, Inc.	123 S Front St 3Rd Floor	MEMPHIS	TN 38103			0.00									\$0.00		0.00		0.00	(5.25)	(5.25)		
	206-1152-30000	O'Reilly Auto Parts	825 Us Hwy 136	O'Reilly Automotive Inc Tax Dept	Po Box 9167	Springfield	MO 65801			0.00									\$0.00		0.00		0.00	(5.25)	(5.25)		
	206-1054-00000	Sysco Food Services of Baraboo, Inc.	910 South Blvd	Sysco Food Services of Baraboo, Inc	910 South Blvd.	Baraboo	WI 53913			0.00									\$0.00		0.00		0.00	(4.20)	(4.20)		
										5	8	306.70	0	239	3	0	91	3	55	15	3881.00	9	212.33	\$270.00	4,670.04	(799.93)	3,870.11
																								3,870.11			

2020 Weights and Measures Calculation

Device	Inspectio No. of Hours	Total Devices	% of Hours	Total Cost	Cost Per Device	Summary:	
Liquid Measuring Device	0.3	239	71.7	\$1,691.58	\$7.0777	Contract	\$4,400.00
Truck Meters	2	3	6	\$141.55	\$47.185	License	270.00
Vehicle Scales	1.5	0	0	\$0.00	#DIV/0!		
Counter Scales, up to 100 lbs.	0.7	91	63.7	\$1,502.84	\$16.515		
Counter Scale, over 100 lbs.	0.7	3	2.1	\$49.54	\$16.515	Total	\$4,670.00
Scale, 100-500 lbs	1	0	0	\$0.00	#DIV/0!		
Timing Devices & Other	0.3	70	21	\$495.44	\$7.078	\$3,880.97	
Scanning Test Hours			5	\$117.96			
Package Test Hours	13	\$306.70	\$23.592	8	\$188.74	\$306.70	
Complaint/Extra Inspection	9	212.33	\$23.592	9	\$212.33	\$212.33	
Totals			Unit cost	406	187	1.00	\$4,400.00